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EXTRAORDINARY

PART II—Section 3

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MINISTRY OF REHABILITATION

NOTIFICATIONS

New Delhi, the 21st May, 1955

S.R.O. 1363.—In exercise of the powers conferred by section 40 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), the Central Government hereby makes the following rules:—

CHAPTER I

PRELIMINARY

1. **Short title.**—These rules may be called the Displaced Persons (Compensation and Rehabilitation) Rules, 1955.

2. **Definitions.**—In these rules, unless the context otherwise requires—

- (a) 'Act' means the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954);
- (b) 'acquired evacuee property' means any evacuee property acquired under section 12 of the Act;
- (c) 'compensation' includes rehabilitation grant where such rehabilitation grant is payable along with the compensation;
- (d) 'Government built property' means any property forming part of the compensation pool, which has been built in connection with the rehabilitation of displaced persons by the Central Government or a State Government, and includes any such property built by a local authority in pursuance of a scheme for the rehabilitation of displaced persons sanctioned by the Central Government or a State Government;
- (e) 'Regional Settlement Commissioner' means a Settlement Commissioner appointed by the Central Government for a specified area;
- (f) 'rural area' means an area which is not an urban area;
- (g) 'standard acre' means an area of land whose average settlement yield is ten maunds of wheat or more, but not exceeding eleven maunds, or other equivalent produce in value, and whose average maturity is 90 per cent. and above;
- (h) 'urban area' means any area within the limits of a corporation, a municipal committee, a notified area committee, a town area committee, a small town committee, a cantonment or any other area notified as such by the Central Government from time to time;

Provided that in the case of the quasi-permanent allotment of rural agricultural lands already made in the States of Punjab and Patiala and East Punjab States Union, the limits of an urban area shall be as they existed on the 15th August, 1947.

CHAPTER II

PROCEDURE FOR SUBMISSION OF COMPENSATION APPLICATIONS AND DETERMINATION OF PUBLIC DUES

3. Persons entitled to make application for compensation.—An application for compensation may be made by a displaced person having a verified claim or if such displaced person is dead, by his successor-in-interest.

4. Form of application for compensation.—(1) An application for compensation shall be made in duplicate in the form specified in Appendix I to the Settlement Officer within whose jurisdiction the applicant actually and voluntarily resides, or carries on business or personally works for gain.

(2) Every such application shall be accompanied by the following documents:—

- (a) a questionnaire in the form specified in Appendix II duly answered;
- (b) an affidavit in the form specified in Appendix III duly sworn by the applicant and attested by a magistrate or an Oaths Commissioner or a Justice of Peace or by any other officer competent to administer an oath;
- (c) three passport-size photographs of the applicant;
- (d) a certified copy of the claim assessment order:

Provided that where it is not possible for the applicant to obtain such certified copy for any reasons beyond his control, the Settlement Officer may accept a certificate issued by the authorised officer in the Office of the Chief Settlement Commissioner in lieu of such certified copy;

- (e) a certified copy of the Refugee Registration certificate or a Census Card, if any such certificate or card is available with the applicant.

(3) Where an application is made by a successor-in-interest of a displaced person having a verified claim, the application shall be accompanied by the following particulars and documents in addition to the documents specified in sub-rule (2):—

- (a) the name and other particulars of the deceased claimant and the date and place of his death;
- (b) a death certificate from a local body or other authority or a registered medical practitioner or the Lambardar of the village concerned;
- (c) particulars of all heirs and other near relatives of the deceased and their respective addresses so far as they are known to the applicant;
- (d) a true copy of the will or other document, if any, relating to the succession, on which the applicant relies for having succeeded to the property of the deceased claimant;
- (e) an affidavit in support of the particulars specified in clauses (a) and (c) verifying the facts.

(4) The documents referred to in sub-rule (2) and the documents referred to in clauses (b), (d) and (e) of sub-rule (3) may be annexed to one copy of the application only.

(5) Where an applicant desires to receive compensation in cash he shall clearly state at the end of the application the Branch of the Imperial Bank from which he desires to receive the payment.

5. Scrutiny of application.—(1) On receipt of an application for payment of compensation under section 4 of the Act, the Settlement Officer shall scrutinise it and if he finds, that the application is not in conformity with these rules, he shall return it to the applicant with a memorandum of objections as specified in Appendix IV requiring the applicant to comply with the objections within the time specified by him:

Provided that the Settlement Officer may on sufficient cause being shown extend the time so specified by him:

Provided further that if the applicant does not comply with the objections within the extended time given by the Settlement Officer, the payment of compensation to the applicant shall be postponed to such date as the Central Government may, by general or special order, specify.

(2) Where the applicant has complied with the objections as directed under sub-rule (1), the Settlement Officer shall accept the application which shall then be disposed of in accordance with the provisions of these rules.

6. Acknowledgment of application.—(1) Where the Settlement Officer has received an application for the payment of compensation under section 4 of the Act which complies with the provisions of these rules, the Settlement Officer shall issue to the applicant an acknowledgment in the form specified in Appendix V stating the registration number which has been allotted to the applicant.

(2) The Settlement Officer shall retain one copy of the application for verification of public dues and rehabilitation benefits and shall send the duplicate copy of the application to the office of the Chief Settlement Commissioner for verification of the assessed value of the claim in respect of which the application has been made.

7. Determination of public dues.—(1) The Settlement Officer shall make such enquiries as may be necessary from any officer or authority for the purpose of ascertaining whether any public dues of the following nature are recoverable from the applicant or any member of his family, namely:—

- (a) arrears of rent in respect of Government built property including convenience charges;
- (b) arrears of rent in respect of any evacuee property or any other dues payable to the Custodian in respect of such property;
- (c) small urban loans;
- (d) house building loans;
- (e) educational loans;
- (f) rural loans;
- (g) unpaid instalments on account of any property purchased on instalment basis;
- (h) loans granted by the Rehabilitation Finance Administration constituted under the Rehabilitation Finance Administration Act, 1948 (XII of 1948);
- (i) amounts spent on the maintenance of the applicant or any member of his family in any home or infirmary, which amounts the applicant has agreed in writing may be adjusted against the compensation payable to him;
- (j) loans advanced by a house building cooperative society out of the funds made available to such society by the Central Government or a State Government, together with any interest due thereon;
- (k) any other dues payable to the Central Government or a State Government or the Custodian which may be declared as public dues by the Central Government under sub-clause (iv) of clause (d) of section 2 of the Act.

(2) The Settlement Officer shall ascertain the amount of public dues recoverable from the applicant and the members of his family and if the particulars supplied by the applicant in his application under section 4 of the Act are incorrect or incomplete or at variance with the facts as ascertained by the Settlement Officer, the Settlement Officer shall enquire into the matter in the manner hereinafter provided.

(3) For the purposes of this rule, the expression 'member of family' means any of the following relatives of the applicant who is residing with him or is wholly or partly dependent upon him:—

- (a) father,
- (b) mother,
- (c) husband,
- (d) wife,
- (e) son,
- (f) unmarried daughter:

Provided that if the applicant proves to the satisfaction of the Settlement Officer, that any members of his family was living separately from him before the 15th August, 1947, the applicant shall not be liable for payment of public dues recoverable from such member.

8. Inquiry for determination of public dues.—(1) The Settlement Officer shall issue a notice of clear fifteen days to the applicant stating the principal points for clarification, if any, and the main statements which are required to be verified.

(2) If the enquiry relates to any discrepancy between the amount as disclosed by the applicant and the amount as found by the Settlement Officer, the notice shall call upon the applicant to show cause why the amount ascertained by the Settlement Officer should not be taken to be the amount due from him.

(3) The notice shall state the place, time and date for the appearance of the applicant and shall warn the applicant that if he does not appear at such place, time and date, the matter shall be decided *ex-parte*.

(4) Where the Settlement Officer is satisfied that the place where the applicant resides is more than twenty miles from the headquarters of the Settlement Officer, the applicant may be asked to appear before the Settlement Officer at some place more accessible to him.

(5) The notice to appear shall direct the applicant to produce all documents in his possession or power upon which he relies in support of his case.

(6) On service of a notice on the applicant under this rule, the applicant shall appear in person or through an agent appointed in writing by him in this behalf who is acquainted with the facts of the case.

(7) The Settlement Officer may examine the applicant or his agent with regard to all or any of the statements of fact made in the application and the substance of such examination shall be reduced to writing by the Settlement Officer.

(8) The applicant shall be required to place copies of all documents on which he relies on the record maintained in the office of the Settlement Officer.

(9) Where the Settlement Officer is satisfied that the notice was duly served upon the applicant, and the applicant has failed to appear in response to the notice the Settlement Officer may decide the matter *ex-parte*:

Provided that a copy of any *ex-parte* order passed under this sub-rule shall be served on the applicant by registered post acknowledgment due.

(10) When an *ex-parte* order is made under this rule, the applicant may within thirty days of the date of the service of the order make an application to the Settlement Officer who made the order for setting it aside and if the Settlement Officer is satisfied that the notice was not duly served on the applicant or that the applicant was prevented by any sufficient cause from appearing on the date fixed, the Settlement Officer shall set aside the *ex-parte* order.

Explanation.—For the purpose of this sub-rule, the date of the service of the order shall mean—

(a) where the order is not returned undelivered, the date when the registered letter was received;

(b) where the order is returned undelivered the date when the order came to the knowledge of the person concerned.

(11) (a) Where at the first hearing, the applicant admits all the facts and no controversial issues arise, the Settlement Officer shall make a verification order and forward the application to the Regional Settlement Commissioner.

(b) If, however, the Settlement Officer finds that there is a discrepancy between the statements made by the applicant before him and those recorded by the applicant in his compensation application, the Settlement Officer shall call upon the applicant to explain the discrepancies, and may for such purpose postpone the case to enable the applicant to produce evidence in support of his statements.

9. Summoning of witnesses.—The production of witnesses in support of his case shall be the responsibility of the applicant and reasonable opportunity shall be given to him for the production of such witnesses. Such witnesses shall not ordinarily be summoned by the Settlement Officer:

Provided that the Settlement Officer, may if he deems necessary, summon any witness on behalf of the applicant at the latter's expense:

Provided further that where it is necessary to summon any servant of the Government such witness shall be summoned at the expense of the Government.

10. **Order on application.**—(1) If, after hearing the case the Settlement Officer is satisfied that no further enquiry is necessary, the Settlement Officer shall pronounce his order on the very day on which evidence is closed and shall supply a copy of the order to the applicant free of cost.

(2) The order shall contain the points for determination, the decision thereon, and brief reasons for the decision. A copy of the order and the original application along with the records of the case shall be forwarded to the office of the Regional Settlement Commissioner concerned with a summary in the form specified in Appendix VI a copy of which shall also be kept on record by the Settlement Officer.

CHAPTER III

PROCEDURE TO BE FOLLOWED BY THE SETTLEMENT COMMISSIONER IN THE OFFICE OF THE CHIEF SETTLEMENT COMMISSIONER ON RECEIPT OF THE DUPLICATE COPY OF COMPENSATION APPLICATION.

11. **Enquiry by the Settlement Commissioner on receipt of duplicate copy of compensation application.**—(1) On receipt of a duplicate copy of an application for compensation from a Settlement Officer, the Settlement Commissioner (Headquarters) shall verify the assessed value of the claim as stated in the application, with the final order in respect thereof in the claims record.

(2) Where there is no discrepancy between the value of the claim as stated in the application and as entered in the claims record, the Settlement Commissioner (Headquarters) shall make an endorsement, on the application that the value of the claim as stated by the applicant is correct.

(3) In case of any discrepancy, the Settlement Commissioner (Headquarters) shall correct the relevant entry in the application and authenticate the same by his full signature and the seal of his office.

(4) The Settlement Commissioner (Headquarters) shall record on the duplicate copy of the application any other information which may be relevant for the determination of the amount of compensation payable to the applicant and shall return the application to the Regional Settlement Commissioner.

(5) As soon as the duplicate copy of the application for compensation is returned to the Regional Settlement Commissioner, the Settlement Commissioner (Headquarters) shall make an entry in the following form in the Summary Schedule of the relevant claim which shall be duly signed by him:—

“Application for compensation in respect of claim bearing Registration No. _____ received from the Settlement Officer _____ and returned after verification to the Regional Settlement Commissioner _____ on _____.”
(Date)

CHAPTER IV

DETERMINATION OF COMPENSATION.

12. **Regional Settlement Commissioner to link up the papers received from the settlement officer with those from Settlement Commissioner.**—On receipt of the original copy of an application for compensation, together with the order of the Settlement Officer under section 5 of the Act and other relevant records, the Regional Settlement Commissioner shall consolidate such papers with the duplicate copy of the application received from the office of the Settlement Commissioner (Headquarters).

13. **Determination of amounts due from the Applicant.**—The Regional Settlement Commissioner shall ascertain whether any amount of the nature described below is due from the applicant:—

- (a) any amount due to any banking company under section 8 of the Act or any amount which is a prior charge declared under sub-section (3) of section 18 of the Displaced Persons (Debt Adjustment) Act, 1951 (LXX of 1951) in respect of which any communication is received from any Tribunal under section 52 of the Act, or
- (b) the amount of any unsecured debt payable by the applicant in respect of which a communication has been received from any Tribunal under

section 52 of the Displaced Persons (Debt Adjustment) Act, 1951 (LXX of 1951).

14. Deduction of certain dues from the amount of compensation.—The following dues shall be deducted from the amount of compensation in the order of priority mentioned below:—

- (i) Public dues;
- (ii) the amount, if any, referred to in clause (a) of rule 13;
- (iii) the amount, if any, referred to in clause (b) of rule 13.

15. Determination of net compensation.—After deducting the amount referred to in rule 14, the Regional Settlement Commissioner shall pass an order determining the net amount of compensation payable to the applicant in respect of his verified claim and shall prepare a summary in the form specified in Appendix VII (Abstract of particulars).

16. Scale of compensation.—Compensation shall be payable in accordance with the scale specified in Appendices VIII or IX as the case may be.

17. Manner of payment of compensation.—(1) Compensation may be paid in one or more instalments.

(2) No person shall be paid compensation in cash exceeding eight thousand rupees.

(3) Where compensation is paid to any person by adjustment of public dues, transfer of property from the Compensation Pool or partly by such adjustment or transfer and partly in cash, the total amount of compensation payable to him shall not exceed fifty thousand rupees in the first instance.

18. Compensation to be determined on the total value of all claims.—For the purpose of determining the compensation payable to an applicant, the Regional Settlement Commissioner shall, except as otherwise provided in these rules, add up the assessed value of all claims of the applicant in respect of all kinds of properties, other than agricultural land, left by him in West Pakistan and the compensation shall be assessed on the total value of all such claims.

19. Amount of compensation in case of Joint Family.—(1) Where a claim relates to a property left by the members of an undivided Hindu family in West Pakistan (hereinafter referred to as the 'joint family') the following provisions shall apply.

(2) Where a joint family consists of—

- (a) two or three members entitled to claim partition, the compensation payable to such family shall be computed by dividing the verified claim into two equal shares and calculating the compensation separately on each such share;
- (b) four or more members entitled to claim partition, the compensation payable to such family shall be computed by dividing the verified claim into three equal shares and calculating the compensation separately on each such share;

Provided that in the case referred to in clause (a) none of the members and in the case referred to in clause (b), none of the minimum number of four members—

- (i) is less than 18 years of age; or
- (ii) is lineally descended from another member or along with another member is lineally descended from any other living member of the joint family not entitled to claim partition

(3) Compensation in the case of a joint family shall ordinarily be payable to the karta of such family, but where the members of the joint family do not agree that the total compensation payable to the family may be paid to the karta of the family, such compensation shall be paid to each such member of the family in accordance with his share specified in the assessment order.

Explanation I.—For the purpose of this rule, the question whether the family was joint or separate shall be determined with reference to the status of the family on the 14th day of August, 1947.

Explanation II.—For the purposes of this rule, in the case of every Hindu undivided family governed by the Mitakshara law, a son shall be deemed to be entitled to claim partition of the co-parcenary property, against his father or grandfather, notwithstanding any custom to the contrary.

20. Claims of Co-owners.—Where a claim relates to a property left in West Pakistan, which is owned by more than one claimants as co-owners, the unit for assessment of compensation shall be the share of each co-owner and the compensation shall be payable in respect of each such share as if a claim in respect thereof had been filed and verified separately.

21. Mixed claims.—Where a person holds a number of verified claims in different capacities, the total compensation payable to him shall be determined in accordance with the provisions of Rules 18, 19 and 20.

CHAPTER V

PAYMENT OF COMPENSATION BY TRANSFER OF ACQUIRED EVACUEE PROPERTIES.

22. Classes of acquired evacuee properties which may be allotted.—(1) The missioner shall first determine the value of the property having regard *inter alia* namely:—

- (a) any residential property in the occupation of a displaced person, the value of which does not exceed five thousand rupees;
- (b) any shop in a rural area or in a town other than those mentioned in Appendix X in the occupation of a displaced person, the value of which does not exceed two thousand rupees;
- (c) any industrial concern in the occupation of a displaced person, the value of which does not exceed fifty thousand rupees.

(2) The following classes of acquired evacuee properties shall not, unless the Central Government otherwise directs, be allottable, namely:—

- (a) a portion of a building which has no independent access;
- (b) any residential property wherein a shop is located.

23. Classes of acquired evacuee properties which may be sold.—All acquired evacuee properties which are not allottable under rule 22 shall ordinarily be sold.

24. Valuation of acquired evacuee property which is an allottable property.—(1) Where any acquired evacuee property which is an allottable property is to be transferred to any person in occupation thereof in satisfaction of the whole or a part of the compensation, payable to such person, the Regional Settlement Commissioner shall first determine the value of the property having regard *inter alia* to all or any of the following matters:—

- (a) the amount for which the property was assessed for the purpose of municipal taxes during the year in which the date of acquisition falls;
- (b) the annual rental income of the property;
- (c) sales of similar or contiguous properties during the last three years;
- (d) the present market value of the site and the present value of the evacuee building and in the case of an industrial concern the value of the machinery.

(2) For the purpose of determination of the value of any acquired evacuee property under sub-rule (1), depreciation may be allowed according to the age of the building, the quality of construction and the standard of maintenance of the property.

25. Transfer of acquired evacuee property which is an allottable property to person in occupation thereof who holds a verified claim.—(1) Where an applicant for payment of compensation is in sole occupation of an acquired evacuee property which is an allottable property, such property may be transferred to him in lieu of the compensation payable to him under the Act:

Provided that the total amount of net compensation payable to the applicant is not less than half in the case of property other than an industrial concern and less than one-fourth in the case of an industrial concern (or such other smaller proportion as the Chief Settlement Commissioner may in either case determine) of the value of the property as determined under rule 24:

Provided further that no industrial concern shall be transferred to the applicant unless he pays up the arrears, if any, of the lease money outstanding against him in respect of such concern.

(2) Where the value of the property exceeds the net amount of compensation payable to the applicant, the applicant shall be required to pay the balance either in one lump sum or in instalments spread over a period not exceeding four years in the case of property other than an industrial concern and not exceeding 2½ years in the case of an industrial concern or by adjustment against the compensation payable in respect of the verified claim of any other person.

(3) Where the amount of net compensation payable to the applicant exceeds the value of the property, the property may be transferred to the applicant and he may be paid the balance of the compensation in cash or in the form of property in accordance with the provisions of these rules

(4) Where the value of the property is equal to the amount of net compensation, the property may be transferred to the applicant and in such a case the claim for compensation shall be deemed to have been fully satisfied.

26. Transfer of acquired evacuee property which is an allotable property in sole occupation of a person who does not hold a verified claim.—Where an acquired evacuee property which is an allotable property is in the sole occupation of a displaced person who does not hold a verified claim, the property may be transferred to him—

(i) in the case of an industrial concern, if he pays at once not less than 25 per cent. of the value thereof and agrees to pay the balance in instalments spread over a period not exceeding 2½ years, from the date of the initial payment;

(ii) in the case of any other property if he pays at once not less than 20 per cent. of the value thereof and agrees to pay the balance in instalments spread over a period not exceeding four years from the date of the initial payment.

27. Nature of instalments.—Where the balance of the value of any property transferred under rule 25 or rule 26 is payable in instalments, the number of such instalments and the amount of each instalment shall be determined by the Regional Settlement Commissioner.

28. Interest on instalments.—Where the transferee of an acquired evacuee property, other than an industrial concern, chooses to pay the balance of the value of the property in instalments, as provided in sub-rule (2) of rule 25 or in rule 26, as the case may be, interest shall be charged at the following rates, namely:—

(a) if the amount is paid within two years .. No interest.

(b) if the amount is paid within three years .. one per cent. per annum

(c) if the amount is paid within four years .. two per cent per annum.

29. Refusal to accept transfer of property.—Where any person having a verified claim who is in sole occupation of an acquired evacuee property, which is an allotable property, refuses to accept the transfer of such property in full or part satisfaction of the compensation payable to him—

(a) the payment of compensation due to such person shall be postponed to such date as the Central Government may, by general or special order, specify;

(b) such person may be permitted to occupy the property on such terms and conditions as the Regional Settlement Commissioner may determine;

(c) the Regional Settlement Commissioner may allot or sell the property to any other person.

30. Payment of compensation where an acquired evacuee property which is an allotable property is in occupation of more than one person.—If more persons than one holding verified claims are in occupation of any acquired evacuee property which is an allotable property, the property shall be offered to the person whose net compensation is nearest to the value of the property and the other persons may be allotted such other acquired evacuee property which is allotable as may be available:

Provided that where any such property can suitably be partitioned, the Settlement Commissioner shall partition the property and allot to each such person a portion of the property so partitioned having regard to the amount of net compensation payable to him.

Explanation I.—The provisions of the rule shall also apply where some of the persons in occupation of any acquired evacuee property which is an allotable property hold verified claims and some do not hold such claims.

Explanation II.—If any acquired evacuee property has been allotted to a member of a family as defined in sub-rule (3) of rule 7 who does not hold any verified claim and if another member of the family holding a verified claim is in occupation of such property, the compensation payable to such other member of the family may be adjusted against the value of the property.

31. Transfer of acquired evacuee property in occupation of displaced persons none of whom holds a verified claim.—Where an acquired evacuee property which is an allotable property is in occupation of more than one displaced person none of whom holds a verified claim, the property may be transferred to the displaced person who occupies the largest portion of the property or where two or more such displaced persons occupy a portion of the property which is equal in area, the property may be transferred to the displaced person who has been in occupation of such portion for a longer period.

(2) The provisions of rule 26 shall apply to the transfer of acquired evacuee property under this rule in the same manner as they apply to the transfer of such property under that rule.

32. Procedure where the net compensation payable to the applicant is less than the minimum fixed under these rules or if the property is not allotable.—

(1) Where any person is in occupation of an acquired evacuee property, which is not allotable or, where the property is allotable but the net compensation payable to such person is:—

(a) less than half of the value of the property in the case of a property other than an industrial concern; and

(b) less than one-fourth of the value of the property in the case of an industrial concern,

such person may be allotted some other allotable property, if available:—

Provided that the net compensation payable to such person is not less than one-half or one-fourth, as the case may be, of the value of such other allotable property:

Provided further that if such person pays the difference between his net compensation and one-half or one-fourth, as the case may be, of the value of the property to be allotted to him, such property may be allotted to him and thereupon the provisions of rules 25 and 28 shall *mutatis mutandis* apply.

(2) Where any person refuses to accept any property offered to him under sub-rule (1), the provisions of rule 29 shall apply to him in the same manner and to the same extent as they apply to a person who has refused to accept the transfer of property of which he is in sole occupation.

33. Deed of Transfer to be executed.—Where any property is transferred to any person under this Chapter, a deed of transfer shall be executed in the appropriate form/forms specified in the appendices to these rules.

34. Date of transfer.—Where any property is transferred to any person under this Chapter, the property shall be deemed to have been transferred to him:—

(a) where such person had made an application for the payment of compensation before 31st of October, 1953, from the first day of November, 1953;

(b) where such person was in occupation of such property in any town other than those mentioned in Appendix X, from the first day of the month following the month in which a receipt in respect of an application for compensation made by him was issued to him;

(c) where compensation applications are invited before a specified date, from the first day of the month following such date;

(d) in any other case, from such date as the Central Government may, by general or special order, specify.

CHAPTER VI

PAYMENT OF COMPENSATION BY TRANSFER OF GOVERNMENT BUILT PROPERTY

35. Classification of colonies where Government built properties are situated.—For the purposes of this Chapter, the Central Government shall from time to time

by order classify colonies in which Government built properties are situated as 'A', 'B' or 'C' colonies.

36. Classes of Government built properties which may be allotted.—The following classes of Government built properties shall ordinarily be allotable, namely:—

- (a) Every Government built residential property valued at Rs. 5,000/- or less and occupied by a displaced person on a rental basis:

Provided that the Central Government may in any particular case direct that any such property shall not be allotable;

- (b) every Government built shop valued at Rs. 2,000/- or less and situated in any rural area or in any town other than those specified in Appendix X.

37. Government built property which may be sold.—Every Government built property which is not allotable under Rule 36 may, unless the Central Government otherwise directs, be sold.

38. Manner of disposal of special properties.—The Central Government may, notwithstanding anything in Rule 36 or Rule 37, by general or special order, specify the manner in which a block of flats or a shop-cum-residence or any other kind of property mentioned in the order may be disposed of.

39. Disposal of Government plots.—A Government plot forming part of the Compensation Pool may be sold by public auction.

40. Adjustment of compensation against purchase price of Government built property and plots.—(1) A purchaser of a Government built property or a Government plot may adjust the net compensation payable to him against the purchase price of the property or the plot, as the case may be.

(2) Where the Government built property has been purchased on instalment basis or hire-purchase basis, the arrears of instalments, if any, shall be deducted from the gross compensation. After deduction of such instalments and public dues and other dues, the present value of the remaining instalments shall be set off against the net compensation payable to the purchaser. If the net compensation exceeds the present value of the remaining instalments, including interest, the ownership of the superstructure and the site, if it consists of freehold land, shall be transferred to the purchaser. If the site was held by the purchaser under lease, it shall be demised to him on such terms and conditions as may be determined by the Settlement Commissioner.

(3) Where the present value of the remaining instalments of the purchase price including interest, exceeds the amount of the net compensation payable to the purchaser, the number of instalments and the amount of each instalment may by agreement with the purchaser be revised. As soon as the full price (including interest, if any), has been paid, the ownership of the superstructure shall be transferred to the purchaser. If the site on which the superstructure stands consists of freehold land, the site shall also be transferred to the purchaser. If the site is held on a lease, the purchaser shall hold the site on such terms and conditions as may be determined by the Settlement Commissioner.

Explanation.—In the case of the urban area of the town of Delhi, the terms and conditions of the lease shall be as in Appendix XI but the purchaser shall have the option to continue to hold the site on the terms and conditions originally agreed upon by him as in Appendices XII or XIII.

(4) Where the Government built property was purchased otherwise than on instalment basis or hire purchase basis and the entire price has not been paid, the balance of the purchase price shall be set off against the net compensation payable to the purchaser.

(5) Where the purchaser of a Government built property on instalment basis or otherwise does not agree to the compensation payable to him being adjusted against the balance of the purchase price due from him, he may continue to pay the purchase price upon the terms originally agreed upon, but in such a case the payment of compensation to him shall be postponed to such date as the Central Government may, by general or special order, specify.

41. Displaced person in occupation of Government built property.—(1) A displaced person having a verified claim who is in occupation of a Government built property which is an allotable property shall be paid compensation by the transfer of the property to him:

Provided that the value of the property is covered by the amount of net compensation payable to such person to the extent specified below:—

- (i) in the case of property situated in an 'A' class colony—33-1/3 per cent. of the value of the property;
- (ii) in the case of property situated in a 'B' class colony—25 per cent. of the value of the property;
- (iii) in the case of property situated in a 'C' class colony—20 per cent. of the value of the property.

(2) Where the net compensation payable to such displaced person is less than that specified in sub-rule (1), the deficiency may be made good in cash and thereafter the balance of the purchase price shall be payable in four equal annual instalments.

(3) For the purpose of this rule, the value of a Government built property which is an allotable property shall be determined by the Settlement Commissioner having regard to the market value of the site and the cost of the superstructure.

Explanation.—In the case of a semi-permanent or temporary structure, depreciation may be allowed according to the age of the building, the quality of construction and the standard of maintenance of the property.

42. Government built residential properties in occupation of non-claimants.—Where a displaced person who does not hold a verified claim is in occupation of a Government built property which is an allotable property, the property may be transferred to him if he makes an initial payment of:

- (i) 33-1/3 per cent of the value of the property if the property is situated in an 'A' class colony;
- (ii) 25 per cent. of the value of the property if the property is situated in a 'B' class colony; and
- (iii) 20 per cent. of the value of the property if the property is situated in a 'C' class colony.

and agrees to pay the balance of the purchase price in equal instalments over a period not exceeding four years.

43. Certain Rules in Chapter V to Apply to Transfers under this Chapter.—The provisions of rules 25 to 34 shall, so far as may be, apply to the transfer of any Government built property or Government plot under this Chapter.

CHAPTER VII

PAYMENT OF COMPENSATION FOR RURAL HOUSES AND SHOPS LEFT IN WEST PAKISTAN

44. Allotment of acquired evacuee house in a rural area in lieu of compensation.—(1) Where a verified claim relates to a house or a shop left in a rural area in West Pakistan, the claimant may be allotted in lieu of compensation payable to him for such house or shop an acquired evacuee house of the appropriate grade according to the scale specified in sub-rule (3) in any rural area in India:

Provided that where a house of the appropriate grade is not available the claimant may be allotted one or more houses of a lower grade.

(2) The value of a house or houses which may be allotted under sub-rule (1) shall, subject to the availability of such house or houses approximate as nearly as possible to the amount of the net compensation payable to the claimant in respect of the rural house or shop left in West Pakistan and on the allotment of such a house or houses, the claim of the claimant for such compensation shall be deemed to have been fully satisfied.

(3) For the purposes of this rule the Settlement Commissioner shall classify acquired evacuee houses in rural areas in India into the various grades specified

in column 1 of the table below according to the value mentioned in the corresponding entry in column 2 thereof:

THE TABLE	
Grades (1)	Values (2)
A	Rs. 50,000 or above.
B	Rs. 30,000 and above but below Rs. 50,000
C	Rs. 20,000 and above but below Rs. 30,000
D	Rs. 10,000 and above but below Rs. 20,000
E	Rs. 5,000 and above but below Rs. 10,000
F	Rs. 2,500 and above but below Rs. 5,000
G	Rs. 1,000 and above but below Rs. 2,500
H	Below Rs. 1,000.

(4) Nothing in this rule shall apply to any house which has been allotted in the States of Punjab or Patiala and East Punjab States Union under the quasi-permanent allotment scheme published in the notifications referred to in section 10 of the Act.

45. Allotment of other Property in occupation of claimant.—Where a displaced person having a verified claim in respect of a house or a shop left in a rural area in West Pakistan is in occupation of—

- (a) any acquired evacuee property which is an allotable property within the meaning of rule 22; or
- (b) any Government built property which is an allotable property within the meaning of rule 36;

he may be allotted such property against the net compensation payable to him in respect of the rural house or shop and the provisions of Chapters V and VI relating to allotment of an acquired evacuee property or a Government built property, as the case may be, shall apply, accordingly:

Provided that where any such person is allotted an acquired evacuee property in any of the towns specified in Appendix X or any Government built property in any 'A' or 'B' class colony within the meaning of rule 35, the amount of the verified claim in respect of his rural house or shop shall, for the purpose of determination of compensation under rule 16, be reduced to half.

46. Payment of compensation in case of mixed Claims for Rural and Urban Property.—(1) Where a person holds a verified claim in respect of an urban property and also in respect of a house or a shop in any rural area in West Pakistan, compensation shall, notwithstanding anything contained in rule 18, be calculated as follows:—

- (a) If such person is allotted any property of the nature referred to in rule 44, the compensation in respect of the verified claim for the rural house or shop left in West Pakistan shall be calculated separately from the urban property and set off against the value of the property allotted to him.
- (b) If such person is allotted any property of the nature referred to in rule 45, the assessed value of the claim both for the urban property and the rural house or shop shall subject to the proviso to rule 45 be taken together for the purpose of calculating the compensation payable to him and the compensation so payable shall be adjusted against the value of the property allotted to him.

47. Payment of compensation under this Chapter subject to Rule 65.—Payment of compensation under this Chapter shall be subject to the provisions of rule 65.

48. Saving.—Nothing in this Chapter shall be deemed to prevent any person having a verified claim in respect of a house or a shop left in any rural area in West Pakistan from purchasing any acquired evacuee property in any of the towns specified in Appendix X or any Government built property in any 'A' or 'B' class

colony within the meaning of rule 35 in accordance with the provisions of Chapter V or VI, as the case may be:

Provided that in any such case the amount of the verified claim of any such person in respect of his rural house or shop left in West Pakistan shall for the purpose of determination of compensation under rule 16 be reduced to half.

CHAPTER VIII

COMPENSATION IN RESPECT OF VERIFIED CLAIMS FOR AGRICULTURAL LANDS

49. Compensation normally to be paid in the form of land.—Except as otherwise provided in this chapter, a displaced person having a verified claim in respect of agricultural land shall, as far as possible, be paid compensation by allotment of agricultural land. Provided that where any such person wishes to have his claim satisfied against property other than agricultural land, he may purchase such property by bidding for it at an open auction or by tendering for it and in such a case the purchase price of the property shall be adjusted against the compensation due on his verified claim for agricultural land which shall be converted into cash at the rates specified in rule 56.

50. Fixation of value of land.—The Settlement Commissioner shall fix the value of any agricultural land which is intended for allotment in terms of standard acres.

51. Scale of compensation in the form of land.—The scale for the allotment of land as compensation in respect of a verified claim for agricultural land shall be the same as in the quasi-permanent Land Allotment Scheme in the States of Punjab and Patiala and the East Punjab States Union as set out in Appendix XIV.

Explanation.—If any public dues are recoverable, the allotable area shall be reduced correspondingly.

52. Manner of allotment of land.—The Central Government may from time to time, having regard to the availability of land, determine the maximum area of land which may be allotted in the first instance to a person having a verified claim for agricultural land. Such area shall be the area permissible under the scheme referred to in rule 51 or thirty standard acres, whichever is less:

Provided that the balance, if any, of the area permissible for allotment according to the scale referred to in Rule 51 shall be given later in instalments as and when more land becomes available for allotment.

53. Part of compensation in cash in certain cases.—(1) Where a displaced person having a verified claim in respect of agricultural land has settled in an area other than an urban area, he may be paid one-third of the compensation due to him in cash, subject to a maximum of Rs. 1,000/-.

Provided that no such person holding a verified claim for more than thirty standard acres shall be paid any part of his compensation in cash.

(2) If any land requiring reclamation is allotted to any such person or a group of such persons, part of the aggregate compensation due to such person or group of persons may, at the discretion of the Settlement Commissioner, be given in cash so as to cover the whole or part of the estimated cost of the reclamation, and a corresponding reduction shall be made from the agricultural land allotable to such person or group of persons.

54. Certain persons under disability may be paid compensation in cash.—(1) The following classes of persons having a verified claim in respect of agricultural land may, at the discretion of the Settlement Commissioner, be paid compensation in cash subject to the limit prescribed in rule 17, if such compensation converted in terms of standard acres is eighteen standard acres or less.

- (a) widows,
- (b) minors,
- (c) persons who on account of age or infirmity are incapable of cultivating the land personally,
- (d) blind and other disabled persons,
- (e) persons who have settled outside India.

(2) Where the compensation payable to any displaced person having verified claim in respect of agricultural land converted in terms of standard acres is two standard acres or less, such compensation may be paid in cash.

55. Compensation in respect of agricultural land to be set off against the price of allotable property.—Where a displaced person having a verified claim in respect of agricultural land is in occupation of an allotable property other than agricultural land and the amount recoverable from him including the value of such property is in excess of the net compensation payable to him in respect of his verified claim, if any, for any urban property or for any rural building, the Settlement Commissioner may set off the excess amount against the compensation payable to him in respect of his verified claim for agricultural land. If after the amount has been so set off, there is any balance of compensation payable to him it shall be paid in accordance with the provisions of this chapter.

56. Conversion of standard acres into cash.—For the purpose of payment of compensation under rules 51 and 53 to 55 each standard acre of land may be converted into cash—

- (a) where the claim does not exceed 50 standard acres, at the rate of Rs. 450/- per standard acre;
- (b) where the claim exceeds fifty standard acres,
 - (i) in respect of the first fifty standard acres, at the rate of Rs. 450/- per standard acre;
 - (ii) in respect of the remaining standard acres, at the rate of Rs. 350/- per standard acre.

57. Allotment of house in addition to agricultural land.—A displaced person having a verified claim in respect of agricultural land who has settled in a rural area and to whom agricultural land has been allotted, may be allotted a house in addition to such land in accordance with the following scale:—

- (1) Claimants allotted land upto Ten standard acres.....Grade (H).
- (2) Claimants allotted land exceeding Ten standard acres but not exceeding fifty standard acres.....Grade (G).

Explanation—I. Where no house is available in the same village, an allottee may be granted:—

- (a) if he has been allotted agricultural land not exceeding ten standard acres, a site measuring 400 square yards and a building grant of Rs. 400/-; and
- (b) if he has been allotted agricultural land exceeding ten standard acres but not exceeding 50 standard acres, a site measuring 600 square yards and a building grant of Rs. 600/-.

Explanation—II. The reference to grades of houses in this rule is to the grades of houses specified in rule 44.

58. Possession of allotted agricultural land.—Where any person is allotted agricultural land under these rules, he shall, subject to the provision of any local or special law fixing the ceiling of, or otherwise regulating agricultural holdings, be granted vacant possession of such land.

59. Composite agricultural land.—Where any agricultural land available for allotment is a composite property within the meaning of the Evacuee Interest (Separation) Act of 1951 (LXIV of 1951), any undivided portion of the land may, with the consent of the Custodian and the other owner and the claimant, be allotted to the claimant.

60. Acceptance of allotment of land.—Where any person is offered allotment of agricultural land under these rules, he shall communicate his acceptance of the allotment to the Settlement Commissioner within such period being not less than one month as may be fixed by the Settlement Commissioner. If no reply is received within the period fixed by the Settlement Commissioner, allotment shall be deemed to have been accepted.

61. Consequences of refusal of acceptance of allotment.—Where any person refuses to accept the allotment of any agricultural land offered to him the claim for compensation of the allottee shall be deemed to have been satisfied to the extent of the value of the allotted land and such land shall be available for allotment to any other claimant.

62. Agricultural land allotted before commencement of these rules.—Where any person has been allotted any agricultural land before the commencement of these rules in respect of his verified claim relating to agricultural land left in West Pakistan, the following provisions shall apply:—

- (a) If the land allotted to such person is less than the area which should have been allotted to him under these rules, an additional area of land may, if available, be allotted to him to make up the deficiency.
- (b) If the land allotted to such person exceeds the area which should have been allotted to him under these rules and if the allottee wishes to retain the excess land, he shall be required to pay the value of the excess land in such instalments as the Settlement Commissioner may determine:

Provided that if such person holds a verified claim in respect of any other property, the net compensation in respect of such property may be adjusted against the value of the excess land.

Explanation: For the purpose of this rule and the next succeeding rule, the value of land shall be determined at the rate mentioned in rule 56.

63. Land allotted to non-claimants.—Where any land has been allotted to a displaced person who does not hold any verified claim in respect of agricultural land, such land may be transferred to such person if he—

- (a) makes an initial payment of 20 per cent of the value of the land at the time of the transfer of the land; and
- (b) agrees to pay the balance of the value of the land in four equal annual instalments:

Provided that if such person holds a verified claim in respect of any other property, the compensation payable in respect of such property may be adjusted against the value of such land:

Provided further that where such person does not cultivate the allotted land personally or has sub-let such land or has had a multiple allotment, the Settlement Commissioner may cancel the allotment and may allot the land to some other person who holds a verified claim in respect of agricultural land.

Explanation:—For the purpose of this rule and the next succeeding rule, a person shall be deemed to cultivate land personally if he cultivates such land on his own account—

- (a) by his own labour; or
- (b) by the labour of any member of his family; or
- (c) by servants or hired labour under his personal supervision or the personal supervision of any member of his family.

64. Punjabis and persons of Punjabi extraction who have been allotted land outside the States of Punjab and Patiala & East Punjab States Union.—Any land owner whose claim was registered under the East Punjab Refugees (Registration of Claims) Act 1948 (East Punjab Act VIII of 1948) or under the Patiala Refugees (Registration of land Claims) Ordinance 2004BK (Ordinance No. X of 2004BK) and who has been allotted land outside the States of Punjab and Patiala and East Punjab States Union, shall be governed by the provisions hereinafter contained in this rule:—

- (a) If such person had refused allotment of land made to him in the State of Punjab or the Patiala and East Punjab States Union, he shall be treated as a displaced person having no claim in respect of agricultural land and accordingly the provisions of rules 62 and 63 shall apply to him.
- (b) If such person had been allotted land in the State of Punjab or Patiala and East Punjab States Union as well as in any other State, he shall be allowed to retain the land allotted to him in the State of Punjab or Patiala and East Punjab States Union and shall be required to surrender the land allotted to him in any other State.
- (c) If such person had not been offered allotment of any land in the State of Punjab or Patiala and East Punjab States Union, he may be allowed to retain the allotment of agricultural land, other than a grove, in any other state, if he is cultivating such land personally

and any area in excess of that which should have been allotted to him in the State of Punjab or Patiala and East Punjab States Union, shall be surrendered by him, or any deficiency, as the case may be, shall be made good:

Provided that any such person may be permitted to retain the excess area if he pays the price therefor at the rate mentioned in rule 56.

Explanation:—A displaced person whose allotment of agricultural land outside the State of Punjab or Patiala and East Punjab States Union has been cancelled and who has not been allotted any land in any of those States, may, subject to the availability of land, be allotted agricultural land in either of those States.

65. Separate compensation for rural building not to be paid in certain cases.—

(1) Any person to whom four acres or more of agricultural land have been allotted shall not be entitled to receive compensation separately in respect of his verified claim for any rural building the assessed value of which is less than Rs. 20,000/-.

(2) Any person to whom less than four acres of agricultural land have been allotted, shall not be entitled to receive compensation separately in respect of his verified claim for any rural building the assessed value of which is less than Rs. 10,000/-.

66. Preference to residents of a State.—(1) Agricultural land available for allotment in any state shall be allotted in the first instance to persons having verified claims in respect of agricultural land, who are domiciled in that State.

Explanation:—For the purpose of this rule, preference in the matter of allotment of land shall be given to persons having smaller claims.

(2) If after compliance with sub-rule (1), there is any surplus area of land available for allotment, it may be allotted to any other claimant who may apply for it or to claimants in such other States as the Central Government may, from time to time, determine.

(3) If the land available for allotment in any State is less than the area required for allotment to the claimants in that State, they may be allotted land in such other state as the Central Government may determine.

67. Disposal of agricultural lands not allotted.—Any agricultural land which is not required for allotment may, at the discretion of the Settlement Commissioner, be disposed of by sale or otherwise.

68. Grant of sanad for transfer of agricultural land.—Where any agricultural land is transferred to any person under these rules, the transferee shall be granted a Sanad in the form specified in Appendix XV, or the transfer may be effected in any other manner in conformity with the provisions of any local or special law relating to transfer of agricultural land in force in the area where such agricultural land is situated.

69. Saving.—Nothing in this Chapter shall apply to agricultural land allotted in the States of Punjab and Patiala and East Punjab States Union under Section 10 of the Act.

CHAPTER IX

ALLOTMENT AND SALE OF GROVES AND GARDENS OUTSIDE THE STATES OF PUNJAB AND PATIALA AND EAST PUNJAB STATES UNION

70 Allotment and sale of groves and gardens.—(1) The following classes of groves and gardens which are acquired evacuee properties may, unless the Central Government otherwise directs, be sold—

- (a) groves and gardens situated in urban areas or within a distance not exceeding five miles from the limits of any urban area;
- (b) groves and gardens valued at Rs. 1,000/- or more; and
- (c) groves and gardens of the value of less than Rs. 1,000/- which are vacant or have been allotted to persons other than displaced persons.

(2) Any other groves and gardens which are acquired evacuee properties may, unless the Central Government otherwise directs, be allotted.

(3) Any grove or garden which has been allotted before the commencement of these rules to any displaced person may be transferred to such person provided he is willing to pay the value thereof as fixed by the Settlement Commissioner either in cash or by adjustment against the net compensation payable to him in respect of his verified claim for any immovable property.

(4) The value of a grove or garden shall be determined by the Settlement Commissioner having regard to:—

- (a) the market price of the land including any house, well or other permanent structure existing on the land;
- (b) the average sale-proceeds from the fruits; and
- (c) the timber value of the trees.

(5) If a grove or garden is to be allotted to a displaced person having a verified claim in respect of agricultural land, the net area to which he is entitled shall be calculated in standard acres, as provided in rules 50 and 51 and the cash value of the net area to which he is entitled shall be determined at the rate mentioned in rule 56.

CHAPTER X.

PAYMENT OF COMPENSATION UNDER SECTION 10 OF THE ACT

71 Declaration by the Allottee.—(1) Every person to whom any immovable property has been allotted by the Custodian under any of the notifications specified in Section 10 of the Act (hereinafter referred to as the allottee) shall file in person or through an authorised agent a declaration in the form specified in Appendix XVI at any time in the office of the Settlement Officer or before the authorised officer in the village concerned on the date and place notified under sub-rule (4).

(2) If the allottee has a verified claim in respect of property other than agricultural land and has separately filed a compensation application in respect of such claim, the declaration under sub-rule (1) shall state the registration number of such application and be accompanied by a true copy of the assessment order in respect of such verified claim.

(3) If the allottee has any such verified claim but has not separately filed a compensation application in respect of such claim, the declaration under sub-rule (1) shall be accompanied by an application for the payment of compensation in accordance with the provisions of these rules.

(4) The date and place for filing a declaration under sub-rule (1) shall be notified by publication of a notice in the village concerned.

72. Enquiry where the allottee has no verified claim.—(1) Where the allottee has no verified claim in respect of property other than agricultural land, the Settlement Officer shall, on receipt of a declaration under Rule 71, verify the particulars specified therein in the presence of the allottee or his authorised agent, and determine the public dues outstanding against such allottee.

(2) If the Settlement Officer is satisfied that the allotment is in accordance with the quasi-permanent allotment scheme, he may pass an order transferring the land allotted to the allottee in permanent ownership as compensation and shall also issue to him a sanad in the form specified in Appendix XVII or XVIII as the case may be, granting him such rights:

Provided that the amount of public dues outstanding against the allottee shall be a first charge on the land transferred to him and shall be payable by him in four equal annual instalments falling which the amount shall be recoverable as arrears of land revenue. Such charge shall also be enforceable against the successor-in-interest of the original transferee or the person to whom the land has been subsequently transferred, as the case may be, and the person concerned shall be deemed to have acquired the land subject to such charge.

(3) If the Settlement officer, finds from the inquiry referred to in sub-rule (1) that the allottee has secured an allotment in excess of that due to him or that he was not entitled to any allotment or that the allotment was obtained by means of fraud, false representation or concealment of material facts, he shall

after due inquiry and after giving the allottee reasonable opportunity of meeting the objections record his findings as to the correctness or otherwise of the allotment.

(4) A copy of the findings under sub-rule (3) shall be supplied free of cost to the allottee and the case along with the relevant record of evidence and documents shall then be sent with the recommendations of the Settlement Officer to the Settlement Commissioner who may pass such orders thereon as he may deem fit.

73. Enquiry in cases where allottee has a verified claim.—(1) Where the allottee has a verified claim in respect of property other than agricultural land, the Settlement Officer shall, on receipt of a declaration under Rule 71 make an enquiry in the manner specified in Rule 72, verify the particulars specified in the declaration in the presence of the allottee or his authorised agent, determine the public dues outstanding against such allottee and shall thereafter send a copy of the declaration and other relevant papers to the Settlement Commissioner together with:—

(i) a report on the public dues payable by the allottee;

(ii) a recommendation whether having regard to all the circumstances of the case, the allotment may be made permanent, cancelled or varied.

Provided that if it appears to the Settlement Officer that the public dues owing from the allottee do not exceed two thirds of the compensation payable to him in respect of property other than agricultural land he shall pass an order transferring the land allotted to the allottee in permanent ownership as compensation and shall issue to him a sanad in the form specified in Appendix XVII or XVIII as the case may be, granting him such rights.

(2) The compensation application shall be disposed of by the Settlement Commissioner according to the procedure prescribed in Chapters II, III and IV of these Rules.

(3) The Settlement Commissioner, may, after considering the recommendations of the Settlement Officer, direct the Settlement Officer:

(i) to transfer to the allottee, the land allotted to him in permanent ownership and issue a sanad to him in the form specified in Appendix XVII or XVIII as the case may be, granting permanent ownership rights:

Provided that if the public dues outstanding are in excess of the compensation due in respect of the verified claim, the excess amount shall be intimated by the Settlement Commissioner to the Settlement Officer, Collector or other appropriate authority who will enter the amount in the sanad and other relevant records as a first charge on the land transferred to the allottee in permanent ownership and such amount shall be payable by the allottee in four equal annual instalments, failing which the amount shall be recoverable as arrears of land revenue. Such charge shall also be enforceable against the successor-in-interest of the original transferee or the person to whom the land has been subsequently transferred, as the case may be, and the person concerned shall be deemed to have acquired the land subject to such charge.

(ii) to transfer to the allottee in permanent ownership, less area than originally allotted to him unless the allottee is prepared to pay for the excess area either in cash or by adjustment against the compensation payable to him in respect of his verified claim for any urban property or rural building; or

(iii) to cancel the allotment.

(4) A copy of every order under sub-rule (3) shall be supplied free of cost to the allottee.

74. Allotments which are the subject matter of dispute.—No agricultural land in respect of which any case is pending in a Civil Court or before a Deputy Custodian, Custodian or Custodian General, shall be transferred to the allottee.

75. Special provision in regard to transfers relating to garden colonies.—Transfer of permanent ownership rights in the case of plots in garden colonies shall be made only if the allottee has actually planted fruit trees in not less than 1/5th of the garden area of the plot allotted to him; provided that irrigation facilities were available.

76. Procedure in the case of deceased allottees.—(1) Where the allottee is dead, the ownership rights shall be conferred on his heir or heirs according to their shares as determined by the competent authority and recorded in the mutation register. The charge, if any, on the land shall likewise be apportioned on the basis of such shares.

(2) The Settlement Officer may refer any dispute as to who are the successor-in-interest of a deceased allottee to the Settlement Commissioner or Settlement Officer, as the case may be, for a decision in the manner provided in Rule 86.

CHAPTER XI

PAYMENT OF COMPENSATION TO MINORS, PERSONS OF UNSOUND MIND AND OTHER PERSONS SUFFERING FROM PHYSICAL OR MENTAL DISABILITY

77. Minors.—(1) Where compensation is payable to a minor, the compensation shall be paid in accordance with the provisions of this rule.

(2) Where the property of the minor vests in a Court of Wards under any law for the time being in force relating to Court of Wards or in a guardian appointed under the Guardians and Wards Act, 1890 (VIII of 1890), the compensation shall be paid to the Court of Wards or to such guardian, as the case may be.

(3) Where the property of the minor does not vest in a Court of Wards or in a guardian referred to in sub-rule (2)—

- (a) if the compensation relates to the separate property of the minor left in West Pakistan, the compensation shall be paid to the natural guardian of the minor;
- (b) if the compensation relates to the share of a minor in joint Hindu Family property left in West Pakistan, the compensation shall be paid to the Karta of the joint Hindu family;

Provided that before compensation is paid to the natural guardian of the minor or the Karta of the joint family he shall execute a security bond in the form specified in Appendix XIX;

- (c) in any other case, to the Collector of the district within whose jurisdiction the minor resides and the Collector shall hold the amount of the compensation on behalf of and for the benefit of the minor until the minor attains majority.

Explanation.—For the purposes of this rule, a natural guardian shall be deemed to be—

- (a) in the case of a male child or an unmarried girl, the father, and after him, the mother;
- (b) in the case of a married girl, the husband.

78. Other persons suffering from physical or mental disability.—Where compensation is payable to a person who is deaf and dumb or is suffering from any physical or mental disability which renders him unfit to manage his property, the compensation shall be paid—

- (a) if the property of such person vests in a Court of Wards under any law for the time being in force relating to Court of Wards or in a guardian appointed under the Guardians and Wards Act, 1890 (VIII of 1890), to the Court of Wards or such guardian, as the case may be;
- (b) in any other case, to the Collector of the district within whose jurisdiction such deaf and dumb person or person suffering from physical or mental disability, as the case may be, resides or to such other person as the Regional Settlement Commissioner may, having regard to the interest of the person for whom compensation is intended, deem fit, on such other person executing a security bond in the form prescribed in Appendix XX and the Collector or such other person shall hold the amount of the compensation on behalf of and for the benefit of the person suffering from disability until such disability ceases to exist.

CHAPTER XII

PAYMENT OF COMPENSATION TO PERSONS RESIDING IN HOMES AND INFIRMARIES

79. Exercise of option by persons residing in Homes or Infirmaryes.—Every inmate of a Home or Infirmary who holds a verified claim in his own name shall within fourteen days of the receipt of a communication in this behalf from the Settlement Commissioner, elect—

- (a) either to receive compensation in respect of the verified claim in accordance with the provisions of these rules in which case he shall forthwith leave the Home or Infirmary, or
- (b) to continue to stay in the Home or Infirmary in which case the compensation payable to him shall be set off against the charges due from him in respect of such stay subject to a maximum of Rs. 25 per head per mensem.

80. Payment of enhanced compensation in certain cases.—Every inmate of a Home or Infirmary having a verified claim who was admitted into such Home or Infirmary on or before the 18th day of November, 1953 and who has continued to reside therein after that date shall be entitled to payment of compensation at the enhanced rates specified in Appendix IX.

81. Preference for allotment of Agricultural Land.—Every inmate of a Home or Infirmary having a verified claim for agricultural land only and for no other property and who is willing to leave the Home or Infirmary if agricultural land is allotted to him shall be given preference for the allotment of such land.

82. Payment of Compensation to persons admitted to Homes or Infirmaryes after the commencement of these rules.—Where a displaced person having a verified claim is admitted to a Home or Infirmary after the commencement of these rules, the compensation payable to him shall be set off against the charges payable by him in respect of his stay in such Home or Infirmary subject to a maximum of Rs. 25/- per head per mensem.

CHAPTER XIII

PROCEDURE FOR SETTLEMENT OF DISPUTES REGARDING PAYMENT OF COMPENSATION

83. Dispute between joint claimants on members of a joint Hindu Family.—All disputes between joint claimants or members of a joint Hindu family relating to the payment of any compensation under this Act shall be decided by the Regional Settlement Commissioner or the Settlement Officer, as the case may be, as provided in section 9 of the Act.

84. Procedure for enquiries under section 9 of the Act.—(1) Any person claiming a right or interest in any property left in West Pakistan in respect of which compensation is payable under the Act may make an application to the Regional Settlement Commissioner or the Settlement Officer, as the case may be, for the determination of such right or interest.

Explanation.—A displaced person whose claim has been verified only in respect of right of residence in, or a charge for maintenance on a property left in West Pakistan may make an application under this rule for apportionment of his share of the compensation.

(2) Where the Regional Settlement Commissioner or the Settlement Officer, as the case may be, is satisfied that the applicant has established a *prima facie* case he shall make the applicant a party to the proceedings for the payment of compensation.

Provided that any such application which is frivolous or vexatious may be rejected summarily.

85. Powers of civil Courts.—The Chief settlement Commissioner, the Regional Settlement Commissioner and the Settlement Officer may for the purpose of deciding any dispute under section 9 of the Act:—

- (a) determine after summary enquiry the title to any property;
- (b) determine any dispute between joint or rival claimants and assess the share, if any, of each such claimant in the compensation;
- (c) bring on record the legal representatives of a deceased claimant;
- (d) order consolidation of two or more cases which involve a common question of law or fact.

86. Proof by successor in interest.—(1) On receipt of an application for compensation from any person claiming to be a successor-in-interest of any deceased claimant as provided in rule 4, the Regional Settlement Commissioner or the Settlement Officer, as the case may be, may take steps for the determination of his claim.

(2) The Regional Settlement Commissioner or the Settlement Officer, as the case may be, shall cause a proclamation to be made in the form specified in Appendix XXI and shall hear and dispose of the application on or after the date mentioned in the proclamation, a copy of which shall—

- (a) be served on all near relatives of the deceased claimant and on any other person on whom the Regional Settlement Commissioner or the Settlement Officer, as the case may be, is of opinion that such proclamation should be served;
- (b) be affixed on some conspicuous place in the office of the Regional Settlement Commissioner or the Settlement Officer, as the case may be:

Provided that every such proclamation may also in the discretion of the Regional Settlement Commissioner or the Settlement Officer, as the case may be, be published in such other manner as he may deem fit.

(3) After a copy of the proclamation has been served on the persons referred to in sub-rule (2), the Regional Settlement Commissioner or the Settlement Officer, as the case may be, shall hear the applicant and after taking into consideration the compensation application and the documents referred to in sub-rule (3) of rule 4 and making such further inquiry as may be necessary, shall make such order on the application as he deems fit.

CHAPTER XIV

PROCEDURE FOR SALE OF PROPERTY IN THE COMPENSATION POOL

87. Mode of sale of property.—Any property forming part of the compensation pool may be sold by public auction or by inviting tenders or in such other manner as the Chief Settlement Commissioner may, by general or special order, direct.

88. Class of persons who may bid or offer tenders.—The Chief Settlement Commissioner may, from time to time, determine the class of persons who shall be entitled to bid or to offer tenders in respect of the various kinds of properties in the compensation pool proposed to be sold.

89. Certain persons not eligible to purchase property.—No officer or other person having any duty to perform in connection with the valuation or sale of any property shall either directly or indirectly bid for, or otherwise acquire or attempt to acquire any interest in, such property.

90. Procedure for sale of property by public auction.—(1) Where any property is to be sold by public auction—

- (a) the property shall be sold through firms of repute who have been approved as auctioneers by the Chief Settlement Commissioner or through the officers appointed by the Central Government in this behalf;
- (b) the terms and conditions on which auctioneers may be appointed shall, from time to time, be determined by the Chief Settlement Commissioner;

(2) The Settlement Commissioner or other officer empowered to sell any such property shall cause a proclamation of the intended sale to be made in the language of the principal civil court of original jurisdiction within whose jurisdiction the property is situated.

(3) Notice of the intended sale shall be given at least fifteen days before the proposed sale and every such notice shall state the date, time and place of the proposed sale, the description of the property to be sold, its location and boundaries where possible, the terms and conditions of the sale and any other particulars which the Settlement Commissioner or other officer considers material. One copy of the notice shall be affixed on a conspicuous part of the property to be sold. It shall be within the discretion of the Settlement Commissioner or other

officer to advertise the sale in newspapers and in such other manner as he may deem fit.

(4) No sale shall take place until after the expiry of a period of fifteen days from the date of publication of the notice.

(5) Every auction of a property under these rules shall be subject to a reserve price fixed in respect of the property, but such reserve price may not be disclosed.

(6) The Officer conducting the auction may in his discretion withhold sale of any property without assigning any reasons therefor.

(7) The Officer conducting the sale may at his discretion, for reasons to be recorded in writing, adjourn the sale to a specific date and hour and an announcement to that effect shall be made at the time of the adjournment of the sale:

Provided that where a sale is adjourned for a period exceeding fourteen days, a fresh notice shall be published.

(8) The person declared to be the highest bidder for the property at the public auction shall pay in cash or by a cheque drawn on a scheduled bank and endorsed "good for payment upto six months" or in such other form as may be required by the Settlement Commissioner, immediately on the fall of the hammer a deposit not exceeding 10 per cent. of the amount of his bid to the officer conducting the sale and in default of such deposit, the property may be resold.

(9) The initial deposit shall be refunded if the net compensation exceeds the purchase price

(10) The bid in respect of which the initial deposit has been accepted shall be subject to the approval of the Settlement Commissioner or an officer appointed by him for the purpose :

Provided that no bid shall be approved until after the expiry of a period of seven days from the date of the auction.

(11) Intimation of the approval of a bid or its rejection shall be given to the highest bidder (hereinafter referred to as the auction purchaser) by registered post acknowledgement due and the auction purchaser shall where the bid has been accepted be required within fifteen days of the issue of such intimation to send by registered post or to produce before the Settlement Commissioner or any other officer appointed by him for the purpose, a treasury challan in respect of the deposit of the balance of the purchase money:

Provided that the Settlement Commissioner or other officer appointed by him in this behalf may, for reasons to be recorded in writing, extend the aforesaid period of fifteen days by such period, not exceeding fifteen days, as the Settlement Commissioner or such other officer may think fit:

Provided further that the period extended under the preceding proviso may further be extended (without any limit of time) by the Chief Settlement Commissioner.

(12) The balance of the purchase money may, subject to the other provisions of these rules, be adjusted against the compensation payable to the auction purchaser in respect of any verified claim held by him or against the compensation payable to any other person holding any such claim who is willing to associate himself with the auction purchaser. In any such case, the auction purchaser or such other person shall be required to make within seven days of the issue of the intimation about the approval of the bid to the auction purchaser an application for the payment of compensation (unless such application has already been made in which case particulars of such application shall be supplied by the auction purchaser) in the form specified in rule 4. In making any such adjustment, the net compensation payable to the auction purchaser shall be adjusted first against the balance of the purchase money before the compensation payable to any other person who has associated himself with the auction purchaser is so adjusted:

Provided that the Settlement Commissioner or any officer appointed by him in this behalf may, for reasons to be recorded in writing, extend the aforesaid period of seven days by such further period not exceeding fifteen days as the Settlement Commissioner or such other officer may deem fit:

Provided further that the period extended under the preceding proviso may further be extended (without any limit of time) by the Chief Settlement Commissioner.

(13) If the Regional Settlement Commissioner, on scrutiny of the compensation applications of the auction purchaser or such other persons as he may have associated with him, finds that a further sum is due to make up the purchase price, he shall send an intimation to that effect to the auction purchaser calling upon him to deposit the balance in cash or to make up the difference by associating other persons having verified claims within fifteen days of the issue of such intimation, and where such other persons are associated the provisions of sub-rule (12) shall so far as may be, apply.

(14) If the auction purchaser does not deposit the balance of the purchase money within the period specified in sub-rule (11), or does not make an application for the payment of compensation within the period specified in sub-rule (12), or if the net compensation admissible to the auction purchaser and to his associate claimants, if any, is found to be less than the balance of the purchase money and the auction purchaser does not make up the deficiency as provided in sub-rule (13), the initial deposit made by the auction purchaser under sub-rule (8) shall be liable to forfeiture and he shall not have any claim to the property.

(15) When the purchase price has been realised in full from the auction purchaser, the Managing Officer shall issue to him a sale certificate in the form specified in Appendix XXII or XXIII, as the case may be. A certified copy of the sale certificate shall be sent by him to the Registering Officer within the local limits of whose jurisdiction the whole or any part of the property to which the certificate relates is situated. If the auction purchaser is a displaced person and has associated with himself any other displaced person having a verified claim whose net compensation is to be adjusted in whole or in part against the purchase price, the sale certificate shall be made out jointly in the name of all such persons:

Provided that if it is agreed in writing by all concerned that the sale certificate may be made out in the name of the auction purchaser the sale certificate may be made out in the name of auction purchaser.

91. Procedure for sale of property by tender.—(1) Where any property is to be sold by inviting tenders, the Settlement Commissioner, the managing officer or any other officer authorised by the Settlement Commissioner for the purpose shall invite sealed tenders for the property and the invitation for tenders shall specify—

(i) the amount to be deposited by the tenderer as earnest money:

Provided that such earnest money shall not be more than 5 per cent. of the amount tendered;

(ii) a brief description of the property to be sold, its location and boundaries where possible, and any other particulars which may be material;

(iii) the period within which tenders are to be received;

(iv) the date, time and place fixed for the opening of tenders;

(v) the terms and conditions of tender as set forth in the provisions hereinafter appearing; and

(vi) any other relevant information

(2) The tenders shall be opened by the Settlement Commissioner, the Managing Officer or any authorised officer on the date and at the time and place fixed for the opening of tenders in the presence of all those tenderers who may wish to be present.

(3) The Settlement Commissioner shall not be bound to accept the highest or any other tender and shall not be bound to disclose his reasons therefor. Every tenderer shall be bound by his offer and shall, if he resiles from such offer, be liable to forfeit his deposit of earnest money. The decision of the Settlement Commissioner with regard to the forfeiture of the earnest money shall be final.

(4) When a tender has been accepted by the Settlement Commissioner or an officer empowered by him in this behalf, the tenderer shall produce before the managing officer or other officer appointed by the Settlement Commissioner for

the purpose within fifteen days of the intimation to him of the acceptance of the tender, a challan evidencing a deposit into the treasury of the balance of the purchase money.

(5) The balance of the tender amount may be adjusted against the compensation due to the purchaser or any other person in the same manner as the balance of purchase money may be adjusted when a sale takes place by public auction under rule 90.

(6) The final acceptance of a tender shall be subject to the approval of the Settlement Commissioner or an officer appointed by him for the purpose.

(7) The provisions of sub-rules 12, 13 and 14 of rule 90 shall, so far as may be, apply in relation to the sale of a property by tenders under this rule, as they apply in relation to the sale of a property by a public auction under that rule.

(8) Where any property is purchased by any person under this rule and the full purchase price has been paid by him or adjusted against the compensation as provided in sub-rule (5), a deed of transfer shall be executed in the form specified in Appendix XXIV or XXV, as the case may be, in favour only of the person whose tender has been accepted and notwithstanding that a part of the purchase price may have been adjusted against the compensation payable to any other person, the name of such other person shall not be mentioned in the deed of transfer.

92. Procedure for setting aside a sale.—(1) Where a person desires that the sale of any property made under rule 90 or 91 should be set aside because of any alleged irregularity or fraud in the conduct of the sale (including in the case of a sale by public auction in the notice of the sale) he may make an application to that effect to the Settlement Commissioner or any officer authorised by him in this behalf to approve the acceptance of the bid or tender, as the case may be.

(2) Every application for setting aside a sale under this rule shall be made—

- (a) where the sale is made by public auction within seven days from the date of the acceptance of the bid;
- (b) where the sale is made by inviting tenders, within seven days from the date when the tenders were opened.

(3) If after consideration of the facts alleged, the officer to whom an application is made under this rule is satisfied that any material irregularity or fraud has been committed in the publication or the conduct of the sale, he may make an order that the property be re-auctioned or be resold by inviting fresh tenders, as the case may be:

Provided that no sale shall be set aside under this rule unless upon the facts proved, such officer is satisfied that the applicant has sustained substantial injury by reason of the irregularity or fraud, as the case may be.

(4) Notwithstanding anything contained in this rule, the Settlement Commissioner may, of his own motion, set aside any sale under this Chapter if he is satisfied that any material irregularity or fraud which has resulted in a substantial injury to any person has been committed in the conduct of the sale.

CHAPTER XV

CLASSES OF EVACUEE PROPERTY WHICH MAY BE ACQUIRED.

93. The Central Government may acquire any property declared or deemed to have been declared as evacuee property under the Administration of Evacuee Property Act, 1950 (XXXI of 1950), (hereinafter in this rule referred to as the said Act), except any such property falling under any one or more of the following categories, namely:—

(i) any such property—

- (a) in respect of which proceedings are pending before any authority, under the said Act, in which the question at issue is whether the property is or is not evacuee property; or
- (b) in respect of which the period of limitation, if any, fixed for an appeal or revision under the said Act for disputing the vesting of the property in the Custodian as evacuee property has not expired;

(ii) any such property in respect of which an application for the grant of a certificate under sub-section (1) of section 16 of the said Act is pending or in respect of which the period of limitation fixed for making such application has not expired;

(iii) any such property which has been restored under section 16 of the said Act, or in respect of which an application under sub-section (2) of that section for its restoration is pending or in respect of which a certificate under sub-section (1) of that section has been granted but no application under sub-section (2) of that section for its restoration has been made;

(iv) any such property which has been transferred and the transfer is effective under section 40 of the said Act, or in respect of which any proceedings are pending under that section;

(v) any such property which is a composite property within the meaning of the Evacuee Interest (Separation) Act, 1951 (LXIV of 1951);

(vi) any such property in respect of which any proceedings are pending in a Civil Court wherein the question at issue is whether the property is evacuee property or not;

(vii) any such property which is being treated or is being managed as a trust property for a public purpose of a religious or charitable nature under sub-section (1) of section 11 of the said Act;

(viii) any such property in respect of which a reference made by the Custodian to the Central Government for orders under clause (iii) (d) of sub-rule (6) of rule 14 of the Administration of Evacuee Property (Central) Rules, 1950 is pending.

CHAPTER XVI

PAYMENT OF REHABILITATION GRANTS

94. Payment of Rehabilitation grant to certain class of persons.—Every person having a verified claim of less than fifty thousand rupees shall be paid a rehabilitation grant in accordance with the scale specified in Appendix VIII or IX as the case may be:

Provided that except for the purpose of making marginal adjustments no such grant shall be payable to a person who owned immovable property other than agricultural land in India of a value exceeding three thousand rupees on the 31st day of March, 1947, and who holds a verified claim for an amount exceeding ten thousand rupees in respect of property other than agricultural land left in West Pakistan.

95. Rehabilitation grants to non-claimants.—(1) The Central Government may from time to time—

(a) specify the classes of displaced persons having no verified claim to whom rehabilitation grant may be paid and the extent and manner of payment of such grants;

(b) issue a notification inviting applications in the form specified in Appendix XXVI for the payment of rehabilitation grants from the class of persons referred to in clause (a).

(2) Every application under sub-rule (1) by a displaced person who has left immovable property in West Pakistan and who came to India before the 31st July, 1952, shall be accompanied by—

(a) title deeds of the property or documentary evidence in respect of the title to the property left in West Pakistan in respect of which a claim could have been filed under the Displaced Persons (Claims) Act, 1950 (XLIV of 1950);

(b) an affidavit giving particulars of such property;

(c) an affidavit containing reasons for the claim not having been filed in respect of such property under the Displaced Persons (Claims) Act, 1950 (XLIV of 1950).

(3) No application under this rule for the payment of rehabilitation grant shall be entertained unless it is made within ninety days from the date of publication of the notification inviting such applications.

(4) Every application which is not made within time or which does not comply with the provisions of sub-rule (2) shall be rejected summarily.

(5) Where the application is not rejected summarily under sub-rule (4), the Settlement Commissioner after holding such inquiry as may be necessary shall make such order thereon as he may deem fit:

Provided that the Settlement Commissioner shall reject such application unless he is satisfied that the applicant was prevented by sufficient cause from filing a claim in respect of property left in West Pakistan under the Displaced Persons (Claims) Act, 1950 (XLIV of 1950):

Provided further that no rehabilitation grant shall be payable in respect of any property which the applicant had failed to include in a claim filed in respect of other properties under the Displaced Persons (Claims) Act, 1950 (XLIV of 1950).

96. Rehabilitation grant to displaced persons who have arrived in India late.—

(1) A displaced person who has left immovable property in West Pakistan and who came to India from West Pakistan after the 31st July, 1952 may make an application in the form prescribed in Appendix XXVI for the payment of a rehabilitation grant.

(2) Every application under sub-rule (1) shall be accompanied—

(i) in the case of a displaced person arriving in India after the introduction of the passport system, that is to say, the 15th day of October, 1952, by a true copy of the migration certificate;

(ii) in the case of any other displaced person by other satisfactory proof of arrival in India after the 31st July, 1952; and

(iii) by an affidavit containing particulars of any property left in West Pakistan.

(3) No application for the payment of a rehabilitation grant under this rule shall be entertained unless it is made within ninety days from the date of the publication of a notification inviting such applications:

Provided that any such application may be entertained after the said date if the Settlement Commissioner is satisfied that the applicant was prevented by sufficient cause from filing the application in time.

97. Rehabilitation grants to allottees of Agricultural Land whose claim for Rural Property has been rejected:—

Any person who has been allotted less than four acres of agricultural land and whose claim in respect of rural buildings left in West Pakistan has by virtue of such allotment been totally rejected may be given a rehabilitation grant:

Provided that—

(a) he has refused such allotment of the agricultural land or such allotment has been cancelled;

(b) he has neither received nor is due to receive compensation in respect of any other kind of property, that is to say, for any urban property or for any substantial rural buildings.

98. Scale of Rehabilitation grant under rule 96.—Rehabilitation grants under rule 96 shall be payable on the same scale as is applicable in respect of the payment of compensation to persons holding a verified claim of the same value.

99. Procedure for making enquiries.—Subject to the provisions of rules 95 and 96 the procedure for making enquiry in respect of applications made under this Chapter shall be the same as is applicable to the scrutiny of claims registered under the Displaced Persons (Claims) Supplementary Act, 1954 (12 of 1954).

CHAPTER XVII

POWERS OF MANAGING OFFICERS

100. Power to enter and inspect any property.—A managing officer or a person authorised by a managing officer or by a managing corporation may enter and inspect between sunrise and sunset any property in the compensation pool entrusted to such managing officer or managing corporation, as the case may be:

Provided that where the occupant is a purdha nashin lady a notice in writing of not less than twenty-four hours shall be given.

101. Power to sell property.—Subject to the provisions of these rules, a managing officer or a managing corporation may sell any property in the compensation pool entrusted to him or to it in pursuance of any general or special order issued by the Chief Settlement Commissioner.

102. Cancellation of allotments and leases.—A managing officer or a managing corporation may in respect of the property in the compensation pool entrusted to him or to it, cancel an allotment or terminate a lease, or vary the terms of any such lease or allotment if the allottee or lessee, as the case may be—

- (a) has sublet or parted with the possession of the whole or any part of the property allotted or leased to him without the permission of a competent authority, or
- (b) has used or is using such property for a purpose other than that for which it was allotted or leased to him without the permission of a competent authority, or
- (c) has committed any act which is destructive of or permanently injurious to the property, or
- (d) for any other sufficient reason to be recorded in writing:

Provided that no action shall be taken under this rule unless the allottee or the lessee, as the case may be, has been given a reasonable opportunity of being heard.

CHAPTER XVIII

PROCEDURE FOR APPEALS, REVIEW AND REVISIONS

103. Procedure for appeals.—(1) A memorandum of appeal shall be presented in person, by registered post or through a duly authorised agent within thirty days of the date of the order appealed against.

(2) A memorandum of appeal shall be accompanied by a copy of the order appealed against and shall indicate clearly the grounds of appeal.

104. Procedure for revisions.—(1) A petition for revision under the Act shall be drawn up and presented in the same manner and within the same period as a memorandum of appeal and shall be accompanied by a copy of the order sought to be revised.

(2) For the purpose of giving any person a reasonable opportunity of being heard under sub-section (3) of section 24 of the Act, a notice shall be issued to him in the form specified in Appendix XXVII.

105. Provisions of Order XLI of the Code of Civil Procedure apply to appeals and revisions.—Except as otherwise expressly provided in the Act or in these rules, the procedure laid down in Order XLI of the Code of Civil Procedure, 1908 (Act V of 1908) shall, so far as may be applicable, apply to the hearing and disposal of appeals and revisions under the Act.

106. Procedure for review applications.—An application for review of any order may be presented either in person or through a duly authorised agent or by registered post within thirty days of the date of the order.

107. Notice of appeal, revision or review.—A notice (in the form specified in Appendix XXVIII) of any appeal, revision and review may be given in addition to the person concerned, to any other person who, in the opinion of the authority hearing the appeal, revision or review may be interested in the case.

108. Appeals etc. from orders passed before the commencement of these rules.—Any order relating to the payment of compensation made before the commencement of these rules shall be subject to appeal, revision or review in the same manner as a similar order made after such commencement:

Provided that in the case of any such order the period of limitation of thirty days provided in this Chapter shall be computed from the commencement of these rules.

CHAPTER XIX

MAINTENANCE OF ACCOUNTS AND RECORDS

109. Payment of Compensation.—(1) The payment of compensation shall be made by the Pay and Accounts Officer, Ministry of Rehabilitation, New Delhi. The Regional Settlement Commissioners shall submit to the Pay and Accounts Officer, bills for individual claimants. The Pay and Accounts Officer, after pre-check of each bill, shall issue consolidated demand drafts or cheques, as the case may be, to the Regional Settlement Commissioners. The latter shall make payments to the individual claimants out of funds thus provided by the Pay and Accounts Officer by means of individual Bank drafts or cheques. Such Bank drafts or cheques shall be made payable to order only.

(2) The Pay and Accounts Officer, Ministry of Rehabilitation, shall maintain separate accounts of payments of compensation and of Rehabilitation Grants under the account head mentioned below :—

<i>Major Head</i>	<i>Minor Head</i>	<i>Detailed Head</i>
85-D Compensation to Displaced Persons	Gross payments	Payment of Compensation. Payment of Rehabilitation Grants.

Deduct: Amounts financed from the Revenues.

110. Deposit of Receipts on Account of the Sale Proceeds etc. of acquired Evacuee Properties forming part of the Compensation Pool.—The sale proceeds etc. of evacuee properties forming part of the compensation pool, shall be credited to the head "XLVI-Misc. Receipts on accounts of Displaced Persons—Receipts forming part of compensation pool—Receipts on account of acquired Evacuee Property."

111. Expenses on account of the Management and Sale of acquired Evacuee Properties.—Expenses incidental to the management and sale of acquired evacuee properties (including auction fees) forming part of the compensation pool, shall be debited to the account head—

"57—Miscellaneous.—

Expenditure on Displaced Persons—G-Misc.-Expenditure.

G-I—Expenditure on management, sale etc. of acquired Evacuee Property.

Auction Fees—

Advertisements—

Rent Collections—

Maintenance—

Taxes and Insurance.

112. Deposit of Receipts on account of the sale proceeds etc. of Government Built Properties forming part of the Compensation Pool.—All receipts relating to the Government built properties, forming part of the compensation pool, shall be credited to the head of account from which the expenditure on such properties was originally met, viz. (1) "57—Miscellaneous etc.", (2) "81—Capital Outlay etc." and (3) "O—Loans and Advances."

(1) XLVI—Miscellaneous—

Receipts on account of Displaced Persons—Receipts forming part of the compensation pool—

Receipts on account of sale etc. of Government built properties.

(2) "81—Capital Outlay"—

Deduct receipts and recoveries on capital account.

Recoveries on account of sale etc. of Government built properties forming part of the compensation pool.

(3) "O—Loans and Advances"—

will be credited on account of recoveries from State Governments and other authorities for sale of houses built from loans given by Central Government.

(Also see sub-rule (4) of rule 114 below).

113. Expenses incidental to the sale of Government Built Properties.—Expenses incidental to the sale of Government built properties (including auction fees) forming part of the compensation pool, shall be debited to the account head—

“57—Miscellaneous.—

Expenditure on Displaced Persons—G-Misc.-Expenditure.

G(2) Expenditure on management sale etc. of Government built property—

Auction Fees—

Advertisements—

Rent Collections—

Maintenance—

Taxes and Insurance.

114. Accounting of deductions made from Compensation.—(1) The amount deducted from the compensation, pertaining to assets, mentioned in clause (a) of Sub-Section (1) of Section 14 of the Act shall be credited to the receipt head—

XLVI—Miscellaneous—

Receipts on account of Displaced Persons—

Receipts forming part of the compensation pool—

Receipts on account of acquired Evacuee Property.

(2) The amounts deducted from the compensation pertaining to assets mentioned in clause (b) of Sub-Section (1) of Section 14, of the Act, shall be credited to head—

XLVI—Miscellaneous—

Receipts on account of Displaced Persons—

Receipts forming part of compensation pool—

Receipts on account of rents etc. and sale proceeds of Evacuee Property realised by the Custodian.

(3) Public and other dues deducted out of the compensation, pertaining to assets, mentioned in clauses (c) and (d) of Sub-section (1) of Section 14 of the Act, shall be credited to the head—

“O—Loans and Advances by the Central Government.”

(1) Advances to State Governments.

(2) R. F. A. Loans.

(3) Other Bodies.

(4) The amounts recovered from the displaced persons on account of loans granted by State Governments out of funds placed at their disposal by the Central Government, from the compensation paid to them, shall be remitted by Demand Drafts to the respective State Accountants General by the Pay and Accounts Officer, Ministry of Rehabilitation, New Delhi. The Accountants General shall make adjustments in both the State and Central Sections of Accounts of these recoveries, so that the debit balances against the individual loanee are reduced and the amounts recovered are credited to the Central Government.

115 Deposit of Fees referred to in Rule 122.— The fees realised in respect of appeals and applications made under the Act shall be credited to the head “XIVI-Misc.—Receipts on account of Displaced Persons.”

116. Certificate of Payment of Compensation.—(1) When the claim of an applicant for compensation has been settled wholly or in part, there shall be issued to him a certificate of payment of compensation in the form specified in Appendix XXIX on his furnishing a receipt in the form specified in Appendix XXX.

(2) Any such certificate shall be preserved by the claimant for production on demand by any officer of the Central Government or State Government performing functions in relation to rehabilitation of displaced persons or the payment of compensation to him.

CHAPTER XX

MISCELLANEOUS

117. Service of orders and notices.—(1) Every order or notice made or issued under the Act or these rules shall be served by registered post acknowledgement due.

(2) Ordinarily a notice of at least fifteen days shall be given.

(3) The service of an order or notice under sub-rule (1) shall be deemed to have been effected if the order or notice has been properly addressed and despatched by registered post.

(4) The service of an order or notice shall, unless the contrary is proved, be deemed to have been effected on the date on which the order or notice, as the case may be, would ordinarily have been delivered through the registered post.

(5) Where an order or notice has to be served on a person who has made an application for payment of compensation, it shall be despatched to him at the address supplied by him in the application for compensation unless an intimation of a change of address has been given.

(6) Where by due diligence the address of the person concerned cannot be known, the order or notice may be despatched to him at his last known address.

(7) Where an order or notice served by post is returned undelivered or where the Settlement Officer or other authority is satisfied that there are reasons to believe that the order or notice cannot be served in the ordinary course, the Settlement Officer or other authority may direct that the order or notice may be served by publication in two issues of a newspaper having circulation in the area in which the person concerned is stated to have resided or to have carried on business. In every such case a copy of the order or notice shall also be affixed in some conspicuous place in the office of the officer or authority, who made or issued the order or notice, as the case may be.

(8) In every case where an order or notice is served in the manner specified in sub-rule (7), the date fixed for hearing shall not be earlier than the date on which the order or notice is first published in the newspaper.

118. Stamp duty to be paid by Government.—The stamp duty payable in respect of any document relating to the transfer of any property under these rules shall be payable by the Government.

119. Bar against appearance of legal practitioners.—No legal practitioner shall be entitled to appear in any proceedings under this rule except in proceedings arising under section 9 of the Act.

120. Improvement in acquired evacuee property.—Where a person in lawful occupation of an acquired evacuee property has, with the previous approval of the custodian in writing, made any improvements in such property of a value exceeding Rs. 500/-/-, the Settlement Commissioner may, at his discretion, reimburse such occupant the amount spent by him on such improvements from the sale proceeds of the property, if the property is sold to a person other than the occupant.

121. Protection from ejectment of persons referred to in Section 29 of the Act.—The period during which persons to whom the provisions of section 29 of the Act apply, shall not be liable to be ejected from any immovable property other than agricultural land in their lawful possession shall be two years in all cases.

122. Fees.—(1) The following fees shall be payable in respect of appeals and applications made under the Act—

1. APPEALS—

(i) to the Chief Settlement Commissioner

Rs. 2/-/-

(ii) to the Settlement Commissioner

Rs. 1/-/-

II. APPLICATIONS—

- | | |
|---|-----------|
| (i) any application for revision under Section 24 of the Act | Re. 1/-/- |
| (ii) any application for review under Section 25 of the Act | Re. 1/-/- |
| (iii) any application under Section 9 of the Act | Rs. 2/-/- |
| (iv) any application in connection with the sale of property | Re. 1/-/- |
| (v) any application for obtaining a copy of any order made under the Act or these rules | Re. 1/-/6 |
| (vi) any other application | Re. -/8/- |

(2) Any fee payable under this rule shall be paid in the form of an Indian Postal Order for the amount of the fee crossed in the name of the Chief Settlement Commissioner, Settlement Commissioner, or Settlement Officer, as the case may be:

Provided that where the person liable to pay the fee resides outside India, a receipt for the amount of the fee issued by an officer authorised in this behalf by the representative of India in the country where such person resides shall be sufficient evidence about the payment of the fee.

APPENDICES

APPENDIX I

APPLICATION FORM FOR COMPENSATION

[Rule 4(1)]

Name of applicant.....

Son/wife/widow of

Present address Address as given on claim form

.....

.....

.....

Index Nos. of Claims

URBAN

RURAL

For official use only

Registration No. of Application

In Settlement Officers office

In Regional Settlement
Commissioner's office

In Central
Office

To be cut along dotted line
and pasted on Compensation
Certificates.

To

The.....Office

Sir,

I herewith apply for the determination of compensation in respect of my claim verified and assessed under the Displaced Persons (Claims) Act, 1950. I file in duplicate the Application Form in which I have given the particulars necessary for deciding the application.

I declare and state that if any of the statements made by me in the application form is found false, it will be open to the Government to withhold payment of such compensation as may be due to me or as part thereof or to recover the compensation if any which has been paid to me.

I desire to receive payment of compensation in the form of :—

- (i) Cash ;
- (ii) Government bonds ;
- (iii) Property ;
- (iv) Shares and debentures ; or
- (v) in any other form.

NOTE.—Score out what is not applicable.

Yours faithfully,

AFFIDAVIT

I.....Son/wife/widow of.....
originally resident of.....Tehsil.....District
.....States.....now residing at the address
given above solemnly declare and affirm that I have not submitted an application in this form to any other authority.

I solemnly declare and affirm that the information supplied in the application form is correct and I have neither concealed nor misrepresented facts.

Attested

Deponent

Date

Date

Affidavit above and specimen signatures or thumb impressions at the bottom should be attested by a sub-judge, a Magistrate, an Oath Commissioner, Justice of Peace or any other officer competent to administer oath.

Two specimen signatures or left thumb impressions

Registered No.
(1)

(2)

Attesting Authority,

Attesting Authority,

-
- (1) Refugee Registration No. and details of family as entered on Registration Card. Mention the place of registration. If not registered, say so.
-
- (2) Was the applicant a member of Joint Hindu Family in Pakistan.
-
- (3) Was this claim filed on behalf of the Joint Family as constituted in Pakistan? If not, state whether claim in respect of the joint properties has been separately filed, and state Index No. of such claim. State names and addresses of principal members of Joint Family.
-
- (4) Is the applicant or any member of his family staying in any Women's Home or Infirmary? If so, state where?
-
- (5) Is any member of the applicant's family in receipt of Maintenance Allowance? If so, give name of the person, monthly allowance and total payment received; state the designation of officer from whom Maintenance Allowance is drawn.
-
- (6) Has the applicant applied under the Displaced Persons (Debt Adjustment) Act, 1951 for adjustment of his debts? If so, state name of Tribunal and names of prepartition creditors as mentioned in his application to the Tribunal and their addresses.
-
- (7) Particulars of residence since arrival in India (complete record of movement and residence should be stated since arrival in India).
- (i) Has applicant migrated from any place in Pakistan on or after 1st March, 1947, as a result of Partition. If so, state date of migration and place from where migrated.
- (ii) Transit Camp. (State name and period of stay).
- (iii) Relief Camp. (State name and period of stay).
- (iv) Residence in various towns from time to time. (State names and period of stay).
-

8) Has the applicant or any member of his Joint Family sold any property in Pakistan or exchanged any property in Pakistan with any property in India on or after 1st March, 1947? If so, state particulars and values of properties sold as well as of properties both in India and Pakistan covered by the exchange.

9) Did the applicant own any immovable property in India on 1st March, 1947? If so, give location and brief description (Rural or Urban Agricultural Lands etc.)* with approximate value of each item.

10) Rehabilitation benefits received by the applicant or by a member of the family *viz.*, father/mother/husband/wife/son/unmarried daughter.

(a) Particulars of Government built accommodation and plots	No. ward, street, town or name of colony	Date of occupation	Assessed monthly rent	Arrears of rent
---	--	--------------------	-----------------------	-----------------

House

Plot

(b) Particulars of Urban Evacuee Property	No. ward, street, town	Date of occupation	Assessed monthly rent or licence fee	Arrears of rent/licence fee
---	------------------------	--------------------	--------------------------------------	-----------------------------

House

Shop

Plot

Industrial Undertakings

Urban Agricultural Lands

(c) Particulars of Rural Evacuee property occupied	Village, Tehsil, District	Kachha or Pacca	Area of Site	Covered Area	Date of occupation	Rent if any
--	---------------------------	-----------------	--------------	--------------	--------------------	-------------

House

Shop

Plot

(d) Particulars of allotment of agricultural lands and gardens in Rural Areas	Area allotted	Village/Tehsil/District/State	Date of allotment	Date of acceptance of allotment	Rent/Lease money assessed	Arrears of rent/lease money
---	---------------	-------------------------------	-------------------	---------------------------------	---------------------------	-----------------------------

A. PUNJAB/PEPSU

(i) On Quasi-Permanent basis.

(ii) On Temporary basis.

B. OUTSIDE PUNJAB/PEPSU.

Statement 'A' should also be filled by applicant if he is a temporary allottee outside Punjab/Pepsu.

(i) Agricultural land.

(ii) Gardens and Groves.

(e) Particulars of loans outstanding on the date of application	Sanctioning Authority	Amount sanctioned	Amount so far received	Amount required	Amount outstanding	
					Principal	Interest

(i) R.F.A. Loans.

(ii) Small Urban Loans Scheme.

(iii) Education Loans.

(iv) House Building Loans.

(v) Loan for Agricultural purpose.

Location of house/plot and name of colony	Amount paid	Amount outstanding
---	-------------	--------------------

(f) Unpaid instalments on account of house or plot purchased from Government or under a Housing Scheme sponsored by Government.

II. Particulars of Claims under Displaced Persons (Claims) Act, 1950.

(a) Urban Property	Index No.	Town/Village/Tehsil/District	Value assessed	Co-sharers in each property with respective shares	If any property is mortgaged, state mortgage money and name of mortgagées
Houses	(i) (ii) (iii)				
Shop	(i) (ii)				
Urban Agricultural Lands.					
(b) Industrial undertakings	(i) (ii) (iii)				
(c) Rural Property					
House	(i) (ii)				
Shop	(i) (ii)				
Total of (a), (b) and (c) Rs.					

(d) Rural Property Agricultural Lands	Index No.	Village/Tehsil/District	Value assessed (in Std. acres)	Co-sharers in each property with respective shares	If any property is mortgaged, state mortgage money and names of mortgagées
	(i) (ii)				

Date

Signature or thumb impression of applicant.

Name of Applicant.....

Son/wife/widow of.....

Address

For Official Use Only

Registration No. given by Settlement Officer.....

APPENDIX II

QUESTIONNAIRE

[Rule 4 (2) (a)]

Registration of.....

Name of Applicant.....Son of/Wife of/Widow of.....

(A) Information regarding Property occupied

If you are occupying a Government built or evacuee quarter/house/shops, please state :—

- (i) The Block/Ward and Municipal/Quarter No. with full address.
- (ii) The name(s) of person(s) to whom the present allotment has been made
- (iii) The allottee's relationship to you
- (iv) (a) Index No.(s) and assessed value of their claim(s)
- (b) Registration No. of the application(s) for compensation, if any filed by them
- (v) (a) Monthly rent fixed
- (b) Payments made by you since the last verification by the Settlement Office, giving date and amounts
- (c) The amounts of arrears of rent outstanding on the 31st October, 1953
- (d) The authority to whom payable
- (vi) Name of person(s) in actual occupation (the name of only head of each family to be given)
- (Additional information in the case of **Government-built property**)
- (vii) (a) Authority which made the allotment
- (b) Approximate date of allotment
- (c) If purchased on instalment basis, amount paid (with dates) as initial and subsequent instalments
- (d) If purchased on full payment of price, amount paid, with date
- (Additional information in the case of Evacuee Property)
- (viii) (a) Details of the accommodation of the whole house and the portion in your occupation ; e.g., number and sizes of rooms ; separate or common privy, bath-room ; kitchen and staircase ; single or double-storeyed ; and so on
- (b) If possible approximate plinth area of the house and of the portion in your occupation

(B) Information regarding Loans

If you have taken any loan either from a State Government or from the Rehabilitation Finance Administration or have pledged your claim or have signed as a guarantor for the advance of a loan by the R.F.A. or have stood as surety for any State loan, please state separately for each loan.

- (i) The date, Account No. and amount of the loan
- (ii) Particulars of instalments paid, clearly specifying those paid since the date of verification by the Settlement Office
- (iii) Whether you have applied for postponement of instalments of loan against verified claim(s)

(C) Other Particulars

- (a) Caste/sub-caste and surname
- (b) Place of displacement in Pakistan with full address there
- (c) Addresses at intermediate places before coming to the present address
- (d) Name of the adult male members with their complete addresses
- (e) Present residential address

(In the case of men and unmarried women)

- (f) Father's Name
- (g) Grand father's name

(In the case of married women and widows)

- (h) Husband's name
- (i) Husband's father's name
- (j) Husband's grandfather's name
- (k) Date of Husband's death

N.B.—In the case of payment (whether towards arrears of rent or instalments of loan) attested copies of the receipt for payment of rent and/or instalment of the loans should be sent or brought with your reply.

(D) Information regarding Joint Claims

- (i) If you have applied for compensation against a specified share in a joint claim(s) give full addresses of all those interested in the claim indicating which of them are minors under your guardianship.
- (ii) Please state Index No.(s) and value of all verified claims in which you have any interest, specifying your own share in each

Date

Signature or Thumb Impression of Applicant.

APPENDIX III

AFFIDAVIT

[Rule 4(2) (b)]

I,son/wife/widow ofyears.....months of age, residing at.....being an applicant for payment of compensation against my verified claim(s) for Rs.....Index No.(s).....do solemnly affirm as follows:—

(1) That I have not taken or guaranteed any loan from the Rehabilitation Finance Administration or from a State authority, nor have I pledged any of my claims with the Rehabilitation Finance Administration or any State authority for the advance of a loan to some other person nor have I stood as a surety or guarantor for a loan taken by any other person from the said Administration or authorities.

*or

That a loan for Rs.....(loan A/c No.....) has been sanctioned/advanced by the R. F. A./.....Government to me personally or jointly with.....or on my guarantee or on the security of my claim to.....

(2) That to the best of my knowledge and belief my father/brother/husband/wife/son/unmarried daughter has not taken any loan from the Rehabilitation Finance Administration or a State authority, nor has he pledged his claim with nor stood as guarantor or surety for a loan advanced by the Rehabilitation Finance Administration or a State authority.

(3) That no rural agricultural land has been allotted anywhere in India to me or to my father/mother/husband/wife/son/unmarried daughter.

*or

That.....acres of rural agricultural land has been allotted in.....(District and State) to me/my father/mother/husband/wife/son/unmarried daughter Shri/Shrimati.....who has a separate claim for rural property assessed for Rs.....(Claims Index No.....).

(4) * That the minor in whose favour the claim was assessed or any minor co-sharers in the said claim(s) has/have not yet attained majority, his age today being.....years.....months.

*or

Shri.....minor, who is a co-sharer in the claim(s) has since attained majority.

(5) That I or my father/mother/husband/wife/son/unmarried daughter is not an occupant of an evacuee or Government built property.

*or

That my...../.....Shri/Shrimati.....is an occupant of.....property, particulars of which are noted below:—

Further, that no arrears of rent for the said property are due against me or against any of the relations specified above, except the sum of Rs.....for the said period.....

(6) That I have no other Government dues outstanding against me such as unpaid instalment towards purchase of house or plot etc.

*or

The following other dues are outstanding against me or my father/mother/husband/wife/son/unmarried daughter.

(7) I,....., do hereby declare and affirm that the information given above is correct to the best of my knowledge and belief and that nothing in this respect has been concealed or withheld by me.

Signature or thumb impression
of Deponent.

(Date).....

Attested.

Magistrate/Sub-Judge/or Oath Commissioner

(Date).....

Seal of attesting
authority

APPENDIX IV

Memo of Objections *vide* Rule 5(1)

No.

GOVERNMENT OF INDIA
MINISTRY OF REHABILITATION
(Office of the Settlement Officer)

Dated the

From

Shri

Settlement Officer

To

Shri/Shrimati

Your Compensation application bearing Registration No. is incomplete in the following respects:—

(Strike out items which are not applicable. Also give details of the discrepancies detected.)

1. Amount of loan recoverable from you/your family is incorrect.
2. Arrears of rent/unpaid instalments of government built/evacuee property has not been correctly stated.
3. There is a discrepancy between the verified value of your claim given in the application and that recorded in registers and claim filed in respect of your claim bearing Index No.
4. The facts/details supplied by you are at variance with those ascertained by this office regarding
5. The amount of encumbrance or charge on the property in respect of which the claim has been assessed has not been correctly disclosed.

You are therefore required to be present in person or through an Agent (not being a legal practitioner) duly authorised in writing, at on , 1955 at A.M. to reconcile the discrepancies stated above/to show cause why the amount as verified by this office should not be taken as correct.

You should bring with you all documents in your possession upon which you rely or produce evidence in support of your statement. If you do not appear or if no appearance is made on your behalf at the place, time and date stated above the decision will be taken in your absence.

Given under the hand and seal of my office this day of 1955 at

Settlement Officer.

APPENDIX V

GOVERNMENT OF INDIA
MINISTRY OF REHABILITATION
(Office of the Settlement Officer)

ACKNOWLEDGEMENT

[Rule 6(1)]

Date

Registration No.

Received from

resident

Son/daughter/wife/widow of an appli-

cation for Compensation in duplicate.

Particulars mentioned in the application are being enquired into. If after making enquiries, it is found that the dues outstanding against you are different from those shown by you in the application you will be addressed again.

2. The above Registration number should be quoted in all future correspondence with this office.

Seal of the
Office

(Signature of the receiving authority).

APPENDIX VI
OFFICE OF THE SETTLEMENT OFFICER
Summary of the Order
[Rule 10 (2)]

1. Date of receipt of application	.....
2. Registration Number	.....
3. Name with Father's/Husband's/ Guardian's name with present address	.....
4. Particulars of outstanding loans together with interest as on	.....
(Loans advanced by the State Governments including amounts the recovery of which has been postponed)	.....
(a) R.F.A. Loans	
As stated by the claimant in the application for compensation	.....
As verified	.....
(b) Small Urban Loans	
As stated by the claimant in the application for compensation	.....
As verified	.....
(c) Education Loans	
As stated by the claimant in the application for compensation	.....
As verified	.....
(d) House Building Loans	
As stated by the claimant in the application for compensation	.....
As verified	.....
(e) Any other Dues Payable by the Applicant to Government	
As stated by the claimant in the application for compensation	.....
As verified	.....
NOTE.—The amount of any loan, recovery of which has been postponed by the Chief Settlement Commissioner should be indicated below :—	
(i) Particulars of the loan(s)	.....
(ii) Amount	.....
5. Unpaid instalments on account of houses and plots purchased on instalment	
As stated by the claimant in the application for compensation	.....
As verified	.....
6. Arrears of rent of Government buildings or evacuee property	
As stated by the claimant in the application for compensation	.....
As verified	.....
7. Maintenance Allowance ; Amount received upto	.....
As stated by the claimant in the application for compensation	.....
As verified	.....

8. Acreage of agricultural land allotted

As stated by the claimant in the application for compensation

As verified

9. Date and number of despatch to the Regional Settlement Commissioner**10. Total recoverable dues****11. Remarks**

(State here also any discrepancies found regarding rehabilitation benefits)

Certified that the above statement shows the correct circumstances of the applicant as ascertained by me after reference to the offices concerned.

Name of the Settlement Officer
(in block letters)

Signature

Place

Date

APPENDIX VII**Abstract of Particulars, Calculations and Pay Order**

(Rule 15)

Office of the Regional Settlement Commissioner.

1. Registration No., Name, Parentage and Address of the Applicant :

.
.
.

2. Assessed value of all claims :

- | | |
|---|-------------|
| (i) Urban Properties and Industrial undertakings | Rs. |
| (ii) Rural Properties (excluding agricultural land) | Rs. |
| Total value assessed | Rs. |
| (iii) Total assessed value of all claims against which compensation is to be paid | Rs. |

NOTE: Nature of assessed claim—urban or rural—should be scrutinised with reference to the lists of Notations and of Rural Areas in Pakistan and the copy of the claim order obtained from the applicant.

	Due on total assessed value of all claims	In the case of Joint Claims Applicant's share <i>pro rata</i>
3. Compensation due Rs.		Rs.
4. Rehabilitation Grant due Rs.		Rs.
5. Total amount due to the applicant Rs.		Rs.

6. Public dues to be recovered :

Amount **Authority to which
Rs. recovery is to be
credited

(A) Amount outstanding in respect of :

(1) R.F.A. Loan	Government of India
(2) Small Urban Loan	
(3) Educational Loan	
(4) House Building Loan	
(5) Unpaid instalments on account of houses and plots purchased on instalment basis	

(B) Arrears of rent in respect of :—

(i) Govt. built tenements or other Govt. property (Date upto which arrears relate)	Custodian
(ii) Evacuee property (Date upto which arrears relate)	

*(C) Amount to be deducted under decrees passed by
Tribunals constituted under the Displaced persons
(Debt Adjustment)
Act, 1951

Govt. of India

*(D) Any other dues payable to Government

*(E) Value of property transferred :

Government of India

(i) Mud hut	
(ii) Government Property	

Govt. of India

(iii) Evacuee Property	
TOTAL	

*NOTE.—1. Full particulars of Government or Evacuee property transferred or any other dues payable and details of recoveries made under Decrees will be given on page 45 *infra*.

**NOTE.—2. The name of the state or other authority to which the recovery is to be credited will be given in this column. In the cases of R.F.A. loans and deductions on account of decrees, the credit is to be given to the Government of India the credit for arrears of rent of evacuee property or value of evacuee property transferred is to be passed on to the Custodian of the State concerned ; recoveries in respect of other loans, instalments for houses or plots, arrears of rent of Government property and value of mud hut or other Govt. property transferred will be credited to State concerned.

7. Amount of Compensation and Rehabilitation Grant to be paid to
applicant. (Item 5)

Rs.

8. Total deductions to be made (Item 6)

Rs.

9. Net amount to be paid (Item 7 less item 8)

Rs.

10. Net amount to be recovered

Rs.

(Signature of dealing clerk with date)

(Signature of Processing Officer with date)

Checked

Counter-checked.

(Signature of Accountant with date)

(Signature of Accounts Officer, with date)

Passed for payment of Rs.

(In words) Rs.

(Signature of Regional Settlement Commissioner or authorised officer
with date)

Details of certain items :

- I. Particulars of Government or Evacuee Property transferred [*vide item 6E*]
 - II. Particulars of any other dues payable to Government [*vide item 6 (D)*]
 - III. Amount recovered under decrees passed by the Tribunals constituted under the Displaced Persons (Debt Adjustment) Act, 1951 [*vide item 6 (C)*]
- (i) Particulars of the decrees
 - (ii) Amount recovered Rs.
 - (iii) Name and Address of each creditor and his share
 - (iv) Remarks, if any.

APPENDIX VIII

[Rule 16]

Assessed value of claim	Compensation	Grant	Total	Percentage
I	2	3	4	5
500	100	233	333	66.6
1000	200	466	666	66.6
1500	300	699	999	66.6
2000	400	933	1333	66.6
3000	600	1170	1770	59.0
4000	800	1364	2164	54.1
5000	1000	1530	2530	50.6
6000	1200	1675	2875	47.9
7000	1400	1802	3202	45.7
8000	1600	1916	3516	43.9
9000	1800	2017	3817	42.4
10000	2000	2110	4110	41.10
12000	2400	2266	4666	38.8
14000	2800	2396	5196	37.1
16000	3200	2499	5699	35.6
18000	3600	2586	6186	34.3
20000*	4000	2660	6660	33.3
22000	4400	2704	7104	32.2
24000	4800	2738	7538	31.4
26000	5200	2758	7958	30.6
28000	5600	2778	8378	29.9
30000	6000	2780	8780	29.3
35000	7000	2131	9131	26.1
40000	8000	1431	9431	23.6
45000	9000	731	9731	21.6
50000*	10000	..	10000	20.0
60000	12000	..	12000	20.0
70000	14000	..	14000	20.0
80000	16000	..	16000	20.0
90000	18000	..	18000	20.0
100000*	20000	..	20000	20.0
125000	24313	..	24313	19.45
150000	28520	..	28520	19.01
175000	32637	..	32637	18.65
200000*	36682	..	36682	18.34
250000	44592	..	44592	17.84
300000	52305	..	52305	17.43
350000	59858	..	59858	17.10
400000	67277	..	67277	16.82
450000	74582	..	74582	16.57
500000*	81785	..	81785	16.36

1	2	3	4	5
600000	95940	..	95940	15.99
700000	109785	..	109785	15.68
800000	123393	..	123393	15.42
900000	136789	..	136789	15.20
1000000*	147500	..	147500	14.75
1100000	157320	..	157320	14.30
1200000	164320	..	164320	13.69
1300000	171030	..	171030	13.15
1400000	177480	..	177480	12.67
1500000	183710	..	183710	12.25
1600000	189740	..	189740	11.80
1700000	195580	..	195580	11.50
1800000*	200000	..	200000	11.11

Explanation I.—The above scales of compensation, inclusive of rehabilitation grants, have been worked out on the basis of the formula indicated below. For the purpose of this formula, the figures indicated in asterisk in column I will be treated as terminal points for various stages in the scale. To determine the compensation admissible on a claim the value of which falls at an intermediate point in any stage, the following formula is applied:—

$$a + b \log V = \log C$$

Where V stands for the total assessed value of the claim and C for the amount of compensation inclusive of rehabilitation grant.

The values of a and b will have to be calculated for each stage by forming two simultaneous equations derived by substituting for V and C their actual values at the terminal points of the stage, as given in the above table. For instance, the total compensation admissible on a claim of Rs. 3,500 will be calculated first by determining the values of a and b from the following equations:—

$$\begin{aligned} a + b \log 2,000 &= \log 1333 \\ a + b \log 5,000 &= \log 2530 \end{aligned}$$

After the values of a and b have been so determined, the total compensation will be determined by the following formula:—

$$a + b \log 3,500 = \log C$$

Explanation II.—If the assessed value of a claim is not divisible by 100, payment will be at the next higher rate divisible by 100 (e.g. for a claim of Rs. 36,110/- or Rs. 36,176/-, the payment will be as far a claim for Rs. 36,200/-).

Explanation III.—Calculations of net amounts payable after deduction of dues shall be to the nearest whole rupee, and annas and pies shall be ignored.

APPENDIX IX

[Rule 16]

Compensation Scale for inmates of Homes and infirmaries.

Assessed value of claim	Compensation	Rehabilitation grant	Total	Percentage
1	2	3	4	5
2000	400	1532	1932	96.60
3000	600	1923	2523	84.10
4000	800	2248	3048	76.20
5000	1000	2525	3525	70.50
6000	1200	2659	3859	64.32
7000	1400	2719	4119	58.84
8000	1600	2748	4348	54.35
9000	1800	2782	4582	50.91
10000	2000	2800	4800	48.00
12000	2400	2998	5398	44.98
14000	2800	3165	5965	42.61
16000	3200	3315	6515	40.72
18000	3600	3415	7015	38.97
20000	4000	3440	7440	37.20

1	2	3	4	5
22000	4400	3430	7830	35.59
24000	4800	3410	8210	34.21
26000	5200	3331	8531	32.81
28000	5600	3282	8882	31.72
30000	6000	3150	9150	30.50
35000	7000	2268	9268	26.48
40000	8000	1431	9431	23.57

Above Rs. 40,000 scale for general category claimants will apply.

Explanation I.—The formula mentioned in the Explanation to Appendix VIII will be applicable here also.

Explanation II.—If the assessed value of a claim is not divisible by 100, payment will be at the next higher rate divisible by 100 (e.g. for a claim of Rs. 36,100/- or Rs. 36,176/-, the payment will be as for a claim for Rs. 36,200/-).

Explanation III.—Calculation of net amounts payable after deduction of dues shall be to the nearest whole rupee, and annas and pies shall be ignored.

APPENDIX X

[Rule 22 (1) (b)]
List of Big towns.

Name of State 1	Serial No. 2	Name of the town 3
Andhra	1	Kurnool
	2	Vijayavada
	3	Guntur
	4	Visakhapatnam
	5	Rajahmundry
	6	Kakinada
	7	Eluru
	8	Nellore
	9	Masulipatnam
	10	Vizianagram
	11	Tenali
	12	Adoni
	13	Guddapah
Bihar	14	Patna
	15	Jamshedpur
	16	Gaya
	17	Bhagalpur
	18	Ranchi
	19	Monghyr
	20	Darbhanga
	21	Muzaffarpur
	22	Chapra
	23	Arrah
	24	Bihar
Bombay	25	Greater Bombay
	26	Ahmedabad
	27	Poona
	28	Sholapur
	29	Surat
	30	Baroda
	31	Kolapur
	32	Hubli
	33	Nasik
	34	Belgaum
	35	Ahmednagar
	36	Dhulia
	37	Jalgaon
	38	Dharwar
	39	Bijapur
	40	Gadag
	41	Broach
	42	Nadiad
	43	Poona Cantt.

1	2	3
	44	Kalyan
	45	Malegaon
	46	Bhusawal
	47	Sangli
	48	Thanna
	49	Miraj
	50	Barsi
	51	Malad
	52	Godhra
	53	Dohad
	54	Navsari
	55	Amalner
	56	Patan
Bhopal	57	Bhopal
Madhya Pradesh	58	Nagpur
	59	Jabalpur
	60	Raipur
	61	Akola
	62	Amravati
	63	Burhanpur
	64	Sagar
	65	Khandwa
	66	Wardha
	67	Chanda
	68	Bilaspur
	69	Katni-Murwara
	70	Itarsi
Madras	71	Madras
	72	Madurai
	73	Tirucharappalli
	74	Salem
	75	Coimbatore
	76	Kozhikode
	77	Mangalore
	78	Vellore
	79	Tanjore
	80	Tuticorin
	81	Kumbakonam
	82	Kancheepuram
	83	Dindigul
	84	Tirunelveli
	85	Palghat
	86	Cuddalore
	87	Rajapalayam
	88	Nagapattinam
	89	Erode
	90	Tiruppur
Orissa	91	Cuttack
	92	Berhampur
Punjab	93	Amritsar (Cantt.)
	94	Jullundur
	95	Ludhiana
	96	Ambala Cantt.
	97	Rohtak
	98	Karnal
	99	Batala
	100	Panipat
	101	Ambala
	102	Bhiwani
	103	Amritsar City (including Sulta- wind)
	104	Ferozepore City (including Basti Tankanwali)
	105	Ferozepore Cantt.

1	2	3
	106	Pathankot
	107	Gurdaspore
	108	Gurgaon
	109	Hissar
	110	Hoshiarpur
	111	Sonepat
Uttar Pradesh	112	Kanpur
	113	Lucknow
	114	Banaras
	115	Agra
	116	Allahabad
	117	Bareilly
	118	Meerut
	119	Moradabad
	120	Saharanpur
	121	Koil Aligarh
	122	Rampur
	123	Gorakhpur
	124	Dehra Dun
	125	Jhansi
	126	Shahjahanpur
	127	Mathura
	128	Mirzapur
	129	Falzarabad
	130	Meerut Cantt.
	131	Farukhabad
	132	Firozabad
	133	Muzaffarnagar
	134	Sambhal
	135	Etawah
	136	Amroha
	137	Hathras
	138	Hardwar
	139	Budaun
	140	Jaunpur
	141	Basti
	142	Ghaziabad
	143	Pilibhit
	144	Sitapur
	145	Bahraich
	146	Hapur
	147	Bulandshahr
Hyderabad	148	Hyderabad
	149	Warangal
	150	Gulbarga
	151	Aurangabad
	152	Nanded
	153	Jalna
	154	Nizamabad
	155	Raichur
	156	Kothagudem
	157	Sikandrabad
Madhya Bharat	158	Indore
	159	Gwalior
	160	Ujjain
	161	Ratlam
Mysore	162	Bangalore
	163	Mysore City
	164	Kolar Gold Field City (Sanitary Board)
	165	Devanagere

1	2	3
PEPSU	166	Patiala
Rajasthan	167	Jalpur
	168	Jodhpur
	169	Bikaner
	170	Udaipur
	171	Kotah
	172	Alwar
Saurashtra	173	Bhavnagar
	174	Rajkot
	175	Jamnagar
	176	Junagadh
	177	Porbunder
	178	Gondal
	179	Morvi
Travancore-Cochin.	180	Trivandrum
	181	Alleppey
	182	Nagercoil
	183	Mattancheri
	184	Trichur
	185	Quilon
	186	Ernakulam
Ajmer	187	Ajmer
	188	Beawar
Delhi	189	Delhi
	190	New Delhi
	191	Delhi Civil Lines (N.A.C.)
	192	West Delhi (N.A.G.)

Note.—All towns which are district headquarters will be treated as big towns.

All Government-built colonies of the types 'A' and 'B' will also be treated as "big towns."

APPENDIX XI

[Rule 40 (3)]

LEASE DEED

(Applicable to Government owned Sites in the Delhi State—revised terms)

THIS LEASE made this.....day of.....of the year One thousand nine hundred and fifty.....between the President of India (hereinafter called the Lessor which expression shall, unless the context requires another and different meaning, include his successors and assigns) of the one part and....s/o.....of.....("hereinafter called the Lessee" which expression shall, unless the context requires another different meaning, to mean and include the said.....his heirs, executors, administrators, representatives and permitted assigns) of the other part:

WHEREAS the Lessor has agreed to demise to the Lessee the land described in the Schedule hereunder written upon the terms and conditions hereinafter appearing and contained;

NOW, this Indenture Witnesseth that in consideration of the premium of Rs.....paid before the execution of these presents the receipt whereof the Lessor hereby acknowledges and the rent hereinafter reserved and of the covenants by the Lessee hereinafter contained the Lessor doth demise unto the Lessee all that piece of land containing by admeasurement.....or thereabouts situated in Plot No.....in....., which said plot of land is more particularly described in the Schedule hereunder written and with the boundaries thereof has for greater clearness been delineated on the plan annexed to these presents and thereon coloured red, together with all rights, easements and appurtenances to the same belonging save and

except all mines and mineral products, buried treasure, coal, petroleum, oil and quarries whatsoever in/under or within the said land with liberty for the Lessor and his lessees, licences, agents and workmen and all other persons acting on his behalf to dig, search for, obtain and carry away the same on making reasonable compensation to the Lessee on account of any disturbance or damage that may be caused thereby to the surface of the said land or any building standing thereon and that such compensation shall in case of dispute be determined by an officer appointed by the Lessor for this purpose, as nearly as may be, in accordance with the provisions of the Land Acquisition Acts or Regulations for the time being in force, whose decision thereon shall be final.

TO HOLD THE said land unto the Lessee for the term of 99 (Ninety-nine) years commencing from..... yielding and paying therefor the yearly ground rent of Rs..... at the rate of Rs. 1 per annum per hundred square yards or fraction thereof at the Imperial Bank of India, New Delhi or at such other place as may be notified by the Lessor for this purpose from time to time.

(a) Rent will not be subject to revision except as provided for in (d) hereof.

(b) The Lessee shall before any assignment or transfer of the said premises hereby demised or any part thereof obtain from the Lessor approval in writing of the said assignment or transfer and all such assignees and transferees and the heirs of the Lessee shall be bound by all the covenants and conditions herein contained and be answerable in all respects therefor.

(c) The Lessee can transfer the land after obtaining the permission of the Lessor aforesaid and the Lessor will not share any unearned increment in the value of the land (being the difference in the premium paid by him to the Lessor and the market value of the land then prevailing) for permitting such transfer. The Lessor will, however, be entitled to claim and recover the unearned increment in the value of the land in the event of any subsequent transfer of the land by a transferee the amount so to be recovered being 50% of the unearned increment in the value of the land.

In the case of any subsequent transfers the Lessor shall have the pre-emptive right to purchase the premises as hereby demised and all the buildings and structures standing thereon, after deducting 50% of the unearned increment as aforesaid.

(d) The Lessor shall also have the right to revise the annual ground rent at the time of any assignment or transfer of the premises hereby demised subsequent to the first transfer or assignment as aforesaid. The revised ground rent payable in such case shall be at the rate of 2½% of the value of the land at the time of such transfer:

Provided further that in the case of any transfer or assignment subsequent to the first transfer or assignment the Lessor shall also have the right to revise the ground rent hereby reserved on the first day of January of the year following the year in which thirty years from the date of such subsequent transfer or assignment shall be complete and thereafter at the end of each successive period of not less than thirty years; provided that the increase in the rent fixed at each enhancement shall not at each such time exceed one half of the increase in the letting value of the site without buildings at the date on which the enhancement is made and such letting value shall be assessed by the Collector or Deputy Commissioner of Delhi: PROVIDED always that any such assessment of letting value for the purpose of this provision shall be subject to the same right on the part of the Lessee of appeal from the orders of the said Collector or Deputy Commissioner and within such time as if the same were an assessment by a Revenue Officer within the meaning of section 50 of the Punjab Land Revenue Act, 1887 (Act XVII of 1887) and the proceedings for or in relation to any such appeal shall be in all respect governed by the provisions of the said Act in the same manner as if the same had been taken thereunder.

(e) The ground rent will be payable in advance in half yearly instalments on the 15th January and 15th July each year. The ground rent shall be payable for the full half-year for the period from the date of purchase of the grant of a lease of the site on the 15th January or 15th July next following as the case may be and shall be paid by the purchaser at once at the time of such purchase.

I. The Lessee doth to the intent that the burden of the covenants may run with the said land and may bind any permitted assignee thereof hereby covenant with the Lessor as follows:—

(i) to pay the rent on the days and in the manner hereinbefore appointed for payment thereof and also to pay all taxes, rates and assessments

that now are or may hereafter during the said term be imposed upon the said land or building erected thereon or upon the Lessor or the Lessee, his permitted sub-lessee or assignee in respect thereof, under any enactment for the time being in force;

- (ii) within the period of 24 calendar months next after the date of these presents the.....from the.....day of.....195.....Lessee shall and will at his own expense erect and finish fit for habitation on the site hereby demised ~~one~~ building *single storeyed containing one residential flat or *double storeyed consisting of one or two residential flat in all with a barsati on top, as may be approved by the Chief Commissioner, Delhi or such officer or body as the Lessor or the Chief Commissioner, Delhi may authorise in this behalf together with all necessary outhouses, sewers, drains and other appurtenances in accordance with a plan or plans to be approved of in writing by the Chief Commissioner, Delhi or such officer or body as the Lessor or the Chief Commissioner, Delhi may authorise in this behalf. And all the drains and sewers for the said premises shall be constructed, laid and connected to the satisfaction of the Chief Commissioner and the appropriate Municipal authority and in such position as shall be directed by the said Chief Commissioner or as may be required by the said Municipal authority.
- (iii) before the buildings on the said site are occupied connect the same with the gravitating sewers and to lay on water to the said buildings in the manner directed by an officer appointed, by the Lessor in this behalf and to employ a plumber duly approved by the said officer to make and do all such connections and works; provided that when the sewage or water systems are not extended to the said house/quarter at the time the said buildings are occupied, the Lessee shall, within 30 days from the extension of the sewage and water systems to the said house/quarter, connect gravitating sewers and lay on water in the manner and according to the instructions and through the agency above mentioned;
- (iv) to maintain the premises and all buildings thereon in a sanitary condition according to the directions of the officer appointed by the Lessor;
- (v) not to erect more than one building *single storeyed containing one residential flat or *double storeyed consisting of one or two residential flats in all, with a barsati on top, as may be approved by the Chief Commissioner, Delhi or such officer or body as the Lessor or the Chief Commissioner Delhi may authorise in this behalf, except such outhouses and servant quarters as may be approved by the Lessor. Any servants quarters constructed by the Lessee shall not without any written permission of the Chief Commissioner, Delhi, be occupied or permitted to be occupied otherwise than by the *bona fide* servants of the persons occupying the main building.
- (vi) not without the written consent of the Chief Commissioner, Delhi, to carry on or permit to be carried on, on the said land and buildings erected thereon during the said lease any trade or business whatsoever or use the same or permit the same to be used for any purpose other than that of a *single storeyed building consisting of one residential flat or a *double storeyed building consisting of one or two residential flats in all, with a barsati on a top, as may be approved for the locality or as provided in the building already*erected on the said land;
- (vii) not to sub-divide the said land or building erected thereon or an any part thereof without the prior permission of the Lessor in writing;
- (viii) not to do or permit anything in or upon the demised premises or any part thereof which may be or become a nuisance, annoyance or cause damage to occupiers of other property in the neighbourhood;
- (ix) to register all changes in the possession of the whole of the said land or of the building thereon whether by transfer, succession or otherwise in the register kept in the office of the local authority having jurisdiction in the area in which the said land is situated (the expression local authority shall include the Delhi Improvement Trust) for this purpose within one calendar month from the respective dates of such changes (and if such changes are registered in the local sub-registry under the Indian Registration Act, 1908, within one calendar month

*Score out which is not applicable.

from the date of registration in such-sub-registry) and if the Lessee shall **without sufficient** cause neglect to register such changes in the manner aforesaid with the Lands Officer appointed by the local authority for this purpose, the Lessor may impose on him for each such case of neglect a penalty not exceeding Rs. 100 and the Lessor may in addition to the other remedies available to him under these presents enforce the **payment of such penalties** in the same manner as in the case of arrears of land revenue;

- (x) that all persons acting under the orders of Lessor shall be at liberty at all reasonable time in the day time during the said term to enter upon the said land or any building that may be erected thereon for any purpose connected with the lease;
- (xi) the lessee and his successors and assignees shall on the determination of the lease on the expiry of the period of 99 years yield up the demised premises with all buildings erected thereon and landlords fixtures thereto, provided that the Lessor shall pay to the Lessee the value of the said buildings and fixtures at the date of determination of the tenancy, such value to be determined in the absence of agreement, by a sole Arbitrator agreed upon by both the parties or in the absence of such agreement by two arbitrators, one to be appointed by each party. The provisions of the Arbitration Act, 1940, and any statutory modification thereof shall apply to any such arbitration. The Lessor may however renew the lease of the land after the expiry of 99 years on such terms and conditions as considered necessary by the Lessor;
- (xii) if during the period of the lease the premises are required for a public purpose or for any administrative purpose by the Lessor the Lessor shall at the expiry of a notice of fifteen days to the effect that the said premises are required for such purpose to be served upon the Lessee by an officer appointed by the Lessor in this behalf, be at liberty to take possession of the land together with all buildings, structures and appurtenances. The Lessee shall be entitled to compensation in respect of the land, buildings and structures. The compensation payable under this clause shall, in case of dispute, be determined by the Lessor or by such officer as he may appoint for the purpose, as nearly as may be, in accordance with the provisions of the Land Acquisition Act or regulations for the time being in force relating to the same and the decision of the Lessor or such officer shall be final and conclusive;
- (xiii) any sum of money due to or claimable by the Lessor in respect of the land hereby demised shall be recoverable by the Lessor as an arrear of land revenue under the provisions of the Punjab Land Revenue Act, 1887 (XVII of 1887), and any amending Act for the time being in force.

II. If the yearly rent hereby reserved or any part thereof shall at any time be in arrear and unpaid for one calendar month next after any of the said days whereon the same shall have become due, whether the same shall have been demanded or not, or if there shall have been in the opinion of the Lessor or the Chief Commissioner of Delhi whose decision shall be final, any breach by the Lessee or by any person claiming through or under him of any of the covenants or conditions hereinbefore contained and on his part to be observed or performed then and in any such case it shall be lawful for the Lessor or any person or persons duly authorised by him notwithstanding the waiver of any previous cause or right of re-entry upon any part of the premises hereby demised or of the building thereon in the name of the whole to re-enter and thereupon this demise and everything herein contained shall cease and determine and the Lessee shall not be entitled to any compensation whatsoever, nor to the return of any premium paid by him.

III. No forfeiture or re-entry shall be effected except as herein provided, without the permission of the Chief Commissioner of Delhi and the Chief Commissioner shall not permit such forfeiture or re-entry until the Lessor has served on the Lessee a notice in writing—

- (a) specifying the particular breach complained of,
- (b) if the breach is capable of remedy, requiring the Lessee to remedy the breach,

and the Lessee fails within a reasonable time from the date of service of the notice to remedy the breach, if it is capable of remedy; and in the event of

forfeiture or re-entry the Chief Commissioner may in his discretion relieve against forfeiture on such terms and conditions as he thinks proper.

Nothing in this clause shall apply to entry for breach of covenant against unauthorised sub-division.

In WITNESS WHEREOF the President of India has caused _____ on his behalf to set his hand hereunto and the Lessee has hereunto set his hand the day and the year first above written.

The schedule above referred to.

Signed by _____

for and on behalf of President of India in
the presence of 1. _____ 2. _____

Signed by _____

the Lessee in the presence of

1. _____

2. _____

APPENDIX XII

[Rule 40(3)]

(For Small Plots given for rehabilitation purposes)

NINETY-NINE YEARS LEASE SUBJECT TO REVISION OF RENT

AFTER A PERIOD OF TWENTY YEARS.

THIS LEAVE made this day of of the year. One thousand nine hundred and fifty ... between the President of India (hereinafter called the Lessor which expression shall, unless the context trators, representatives and permitted assigns except when the context requires the one part and

S/o
of

(hereinafter called "the Lessee" which expression shall be taken to mean and include the said his heirs, executors, administrators, representatives and permitted assigns except when the context requires another and different meaning) of the other part;

WHEREAS the Lessor has agreed to demise to the Lessee the land described in the Schedule hereunder written upon the terms and conditions hereinafter appearing and contained;

NOW THIS INDENTURE WITNESSETH that in consideration of the payments hereinafter referred to and of the covenants by the Lessee hereinafter contained the Lessor DOth demise unto the Lessee all that piece of land described in the Schedule hereunder together with all rights, easements and appurtenances to the same belonging save and except all mines and mineral products, buried treasure, coal, petroleum, oil and quarries whatsoever in/under or within the said land with liberty for the Lessor and his lessees, licensees, agents and workmen and all other persons acting on his behalf to dig, search for, obtain and carry away the same on making reasonable compensation to the Lessee on account of any disturbance or damage that may be caused thereby to the surface of the said land and that such compensation shall in case of dispute be determined by an officer appointed by the Lessor for this purpose, as nearly as may be, in accordance with the provisions of the Land Acquisition Acts or Regulations for the time being in force, whose decision thereon shall be final.

TO HOLD THE said land unto the Lessee for the term of 99 years commencing from yielding and paying therefor the rent as follows:—

(a) For the first five years of the lease commencing from an annual ground rent payable in advance (a proportionate part of the said ground rent will be payable for the fraction of a year) determined in the manner following by an officer appointed in this behalf by the Lessor. The said officer shall assess the cost of the land to Government. Such cost shall consist of the amounts spent on the acquisition and development of the land and other incidental expenses. The ground rent shall be a sum equivalent to the interest on the said cost calculated at the Government borrowing rate of interest prevailing at the date of this lease (in such calculation fraction of a pie shall be omitted).

Until the ground rent is so determined the Lessee shall pay a fixed ground rent of Rs. per year and on the determination of the ground rent as aforesaid the amount paid by the Lessee shall be adjusted by the payment by him of any additional ground rent or, as the case may be, by the refund to him of any excess ground rent paid by him.

(b) For the next 15 years, in addition to the ground rent referred to in (a) above, half of the cost of the said land to Government as determined under (a) above. The said cost shall be payable in 15 annual equal instalments, the first of such payment to be made on the day of and every subsequent payment to be made on the day of of each subsequent year with interest on the cost of the land so determined or the balance thereof remaining unpaid for the time being at the rate of per cent. per annum computed on the day of and payable on the day of each year the first of such payment to be made on the day of and in case and so long as the said cost or any part thereof remain unpaid the Lessee shall pay to the Lessor interest on the said cost or on so much part thereof as shall for the time being remain unpaid at the same rate aforesaid by equal annual payments as aforesaid: Provided always that in the event of default being committed by the lessee for a period exceeding fourteen days in the payment of any instalment or interest as aforesaid the whole of the said cost or such portion thereof as may then remain due and payable together with the interest thereon as aforesaid shall forthwith become due and payable by the lessee to the lessor.

(c) In the 21st year of the lease the ground rent shall be revised by an Officer appointed in this behalf by the Lessor. The revised ground rent shall be a sum equivalent to the interest calculated at the Government borrowing rate of interest prevailing on the first of April of that year, on the market value of the said land (such market value to be determined by the said officer) on the said date (in such calculations fraction of pie shall be omitted). The ground rent so revised shall hold good for the remaining period of the lease. The ground rent shall be payable annually in advance on the 1st of April each year. (A proportionate part of the said ground rent shall be payable for the fraction of a year.)

The determination or decision of an officer appointed by the Lessor in each of the above cases shall be final and binding upon the parties.

I. The Lessee doth to the intent that the burden of the covenants may run with the said land and may bind any permitted assignee thereof hereby covenant with the Lessor as follows:—

- (i) to pay the amounts on the days and in the manner hereinbefore appointed for payment thereof and also to pay all taxes, rates and assessments that now are or may hereafter during the said term be imposed upon the said land or any building or upon the Lessor or the Lessee, his permitted sub-lessee or assignee in respect thereof, under any enactment for the time being in force;
- (ii) to erect upon the said land and at all times during the said term to maintain thereon a good and substantial building according to the bye-laws, rules and regulations framed by the local authority having jurisdiction in the area in which the said land is situated (the expression local authority shall include the Delhi Improvement Trust) and in accordance with any directions of an Officer appointed by the Lessor in this behalf or in accordance with any other law, rule or regulation for the time being applicable thereto in respect of materials to be used in and the method of construction of buildings in the quarter in which the said land is situated. That the Lessee shall submit plans, sections, elevations and specifications for the construction of the building to be erected upon the said land for the approval of an officer appointed by the Lessor in this behalf, in duplicate, and shall not start the work of construction unless and until the approval of the said officer, has been obtained in writing. The Lessee shall not make any alternations and/or additions to the building so approved by the said officer either externally or internally without first obtaining the permission of the said officer in writing;
- (iii) to intimate to the Lessor within one year of the completion of the building the total cost incurred by him in the construction of the buildings. The Lessor after receipt of this information may cause the correctness of the information supplied to be verified and re-assessed. The cost of construction so verified and re-assessed shall

be deemed to be the true cost of construction of the building for the purposes of this lease and the Lessee shall be bound by such verification and re-assessment;

- (iv) before the buildings on the said land are occupied or ready for occupation to connect the same with the gravitating sewers and to lay on water to the said buildings, in the manner directed by an officer appointed by the Lessor in this behalf and to employ a plumber duly approved by the said officer to make and do all such connections and works; provided that when the sewage or water systems are not extended to the said quarter at the time the said buildings are occupied or ready for occupation, the Lessee shall, within 30 days from the extension of the sewage and water systems to the said quarter, connect gravitating sewers and lay on water in the manner and according to the instructions and through the agency above-mentioned;
- (v) to complete the said buildings within one year from the date of this lease (which period of one year may from time to time be extended by an Officer appointed by the Lessor in this behalf at his discretion) to the satisfaction of an officer appointed by the Lessor in this behalf and maintain the premises and all buildings thereon in a sanitary condition according to the directions of the said officer;
- (vi) not to erect more than one building upon the said land and except such outhouses and servants' quarters as may be approved by an officer appointed by the Lessor in this behalf;
- (vii) not to use the said land and buildings that may be erected thereon during the said term for any purpose other than the purpose of constructing a house without the previous consent in writing of an officer appointed by the Lessor in this behalf; provided that lease shall become void if the land is used for any purpose other than that for which the lease is granted not being a purpose subsequently approved by the said officer;
- (viii) during the first five years of the lease, not to sublet or to sub-divide the said land or to part with the possession thereof, or transfer by sale, mortgage, gift or otherwise the said land or building erected thereon or on any part thereof, without the prior permission of the Lessor in writing;

PROVIDED however that it shall be lawful for the Lessee with the previous approval of the Lessor in writing to mortgage his interest in the said land as well as his interest in any building constructed by him or to be constructed by him on the said land as security in respect of any monies advanced by a Scheduled Bank or an Insurance Company for the purpose of constructing a building on the said land, but in every such case the Lessee shall be bound by the following conditions:—

- (1) the amount to be borrowed by the Lessor on the security of the demised land or the building standing thereon shall not exceed 50 per cent. of the premium paid by the Lessor in respect of the said land and 50 per cent. of the true cost of construction of the building.
- (2) if for any reason the security given by the Lessor to his mortgagee becomes enforceable within a period of five years from the date of the commencement of the lease, the lease granted to the Lessee under these presents shall, at the option of the Lessor, forthwith stand determined, and the Lessor shall be entitled to re-enter on the demised land and resume possession of the said land together with any building standing thereon; and in the event of the Lessor exercising the aforesaid option of resumption of the land and the building thereon, the Lessor's liability for payment of compensation shall be limited to: (a) true cost of construction of the building less depreciations calculated according to the Income-tax law for the time being in force and (b) refund of ninety-five per cent. of the premium, if any, paid by the Lessee to the Lessor;
- (3) the compensation payable as aforesaid shall be apportioned between the Lessee and his mortgagee in manner following, that is to say:—
 - (a) Payment of monies due to the mortgagee in discharge of the mortgage cost and other monies, if any, due under the mortgage to the mortgagee; and

- (b) the residue, if any, to the Lessor;
- (ix) not to do or permit anything in or upon the demised premises or any part thereof which may be or become a nuisance, annoyance or cause damage to occupiers of other property in the neighbourhood;
- (x) subject to the provisions of sub-clause (vii) to register all charges in the possession of the whole of the said land or of the building thereon whether by transfer, succession or otherwise in the register kept in the office of the local authority having jurisdiction in the area in which the said land is situated (the expression local authority shall include the Delhi Improvement Trust) for this purpose within one calendar month from the respective dates of such changes, (and if such changes are registered in the local sub-registry under the Indian Registration Act, 1908, within one calendar month from the date of registration in such sub-registry) and if the Lessee shall without sufficient cause neglect to register such changes in the manner aforesaid with the Lands Officer appointed by the local authority for this purpose, the Government may impose on him for each such case of neglect a penalty not exceeding Rs. 100/- and the Government may in addition to the other remedies available to it under these presents enforce the payment of such penalties in the same manner as in the case of arrears of land revenue;
- (xi) that all persons acting under the orders of Government shall be at liberty at all reasonable time in the day time during the said term to enter upon the said land or any buildings that may be erected thereon for any purpose connected with the lease;
- (xii) at the determination of the tenancy to yield up the demised premises with all buildings erected thereon and landlords fixtures thereto, provided that the Lessor shall pay to the Lessee the value of the said buildings and fixtures at the date of determination of the tenancy, such value to be determined in the absence of agreement, by a sole Arbitrator agreed upon by both the parties or in the absence of such agreement by two arbitrators, one to be appointed by each party. The provisions of the Arbitration Act, 1940, and any statutory modification thereof shall apply to any such arbitration;
- (xiii) if during the period of the lease the premises are required for a public purpose or for any administrative purpose by the Government the Lessor shall at the expiry of a notice of fifteen days to the effect that the said premises are required for such purpose to be served upon the Lessee by an officer appointed by the Lessor in this behalf, be at liberty to take possession of the land together with all building, structures and appurtenances. The Lessee shall be entitled to compensation in respect of the buildings and structures on the demised land but he shall not be entitled to any compensation for his interest in the said land except refund of a proportion of the premium. The compensation payable under this clause shall, in case of dispute, be determined by the Lessor or by such officer as he may appoint for the purpose, as nearly as may be, in accordance with the provisions of Land Acquisition Act or regulations for the time being in force relating to the same and the decision of the Lessor or such officer shall be final and of land revenue.
- (xiv) any sum of money due to or claimable by the Lessor in respect of the land hereby demised shall be recoverable by the Lessor as an arrear of land revenue.

II. Provided always that if the payments hereinbefore specified or any part thereof shall be in arrears and unpaid for one calendar month after the same shall have become due whether the same shall have been demanded or not or if the Lessee makes default in payment of any penalty imposed under the presents or becomes insolvent or if the Lessee shall not observe and perform any of the covenants hereinbefore contained or if this lease shall become void under the provisions hereof the Lessor may notwithstanding waiver of any previous breach or right of re-entry cancel this lease and take possession of this land and the buildings and the fixtures that may then be thereon and also initiate appropriate proceedings for recovery of rent, penalty or other sums payable by the Lessee to the Lessor under the presents.

(i) that notice of the cancellation of the lease under clause I (xiii) and II hereof shall as the Lessor may deem fit either be sent by registered post to the last known address of the Lessee or his permitted assignee and the last known address of any mortgagee whose mortgage has been registered under covenant I (x) hereof or be addressed to the Lessee or his permitted assignee or mortgagee as such and affixed to a conspicuous part of the property and that in case of cancellation of the lease under clause II if before any third party has acquired any rights in the said lease, the Lessee or his permitted assignee shall pay to the Lessor all rents then in arrear together with interest thereon at 1 per cent. per mensem and other sums due together with all costs incurred by the Lessor in connection with the cancellation or re-entry or subsequent disposal of the land leased and shall remedy to the satisfaction of any officer authorised by the Lessor in this behalf any breach of any other covenant which may have occurred, the Lessor may waive the forfeiture and if actual possession has been taken by the Lessor to restore to the Lessee to hold for the remainder of the term of the lease upon the covenants herein contained the land together with the building and fixtures thereon on the date of such re-entry save such if any as may have been destroyed by fire or otherwise the Lessor not being liable for any depreciation for want of repair or deterioration that may have taken place in the premises of the buildings or other things thereon or therein save and except loss and damage if any maliciously done or caused by his servants or agents on such re-entry;

(ii) that the Lessee paying the rent hereby reserved and observing and performing the several covenants and stipulations herein on his part contained shall peaceably hold and enjoy the demised premises during the said lease without any interruption of the Lessor or any person rightfully claiming under him.

Signed by
on behalf of the President
of India in the presence of
Signed by
in the presence of

NOW this deed witnesseth that a consideration of the said premium and the rent hereinafter reserved and of the covenants by the Lessee hereinafter contained the Lesser doth lease unto the Lessee all that piece of land described in the Schedule hereunder together with all rights, easements and appurtenances to the same belonging save and except all mines and mineral products, buried treasure, coal, petroleum, oil and quarries whatsoever in/under or within the said lease

with liberty for the Lessor and his lessees, licensees, agents and workmen and all other persons acting on his behalf to dig, search for, obtain and carry away the same on making reasonably compensation to the Lessee on account of any disturbance or damage that may be caused thereby to the surface of the said land and that such compensation shall in case of dispute be determined by an Officer appointed by the Lessor for this purpose, as nearly as may be in accordance with the provisions of the Land Acquisition Acts or Regulations for the time being in force, whose decision thereon shall be final.

To hold the said land unto the Lessee for the term of 99 years from the date of this lease yielding and paying therefor the rent as follows:—

- (a) For the first twenty years of the lease commencing from an annual ground rent of Rs. payable in advance (a proportionate part of the said ground rent will be payable for the fraction of a year).
- (b) In the twenty-first year of the lease the ground rent shall be revised by an officer appointed in this behalf by the Lessor, provided that such revised ground rent shall not be in excess of the ground rent payable for the first twenty years under clause (a) by more than 50 per cent. The ground rent so revised shall hold good for the remaining period of the lease. The ground rent shall be payable annually in advance on the 1st April each year. (A proportionate part of the said ground rent shall be payable for the fraction of a year.)

I. The Lessee doth to the intent that the burden of the covenants may run with the said land and may bind any permitted assignee thereof hereby covenant with the Lessor as follows:—

- (i) to pay the said rent on the days and in the manner hereinbefore appointed for the payment thereof and also to pay all taxes, rates and assessments that now are or may hereafter during the said term be imposed upon the said land or any building or upon the Lessor or the Lessee, his sub-lessee or assignee in respect thereof under any enactment for the time being in force;
- (ii) to erect upon the said land and at all times during the said term to maintain thereon a good and substantial building according to the By-laws, Rules and Regulations framed by the local authority having jurisdiction in the area in which the said land is situated, (the expression local authority shall include the Delhi Improvement Trust) or in accordance with any directions of an officer appointed by the Lessor in this behalf or in accordance with any other law, rule or regulation for the time being applicable thereto in respect of materials to be used in and the method of construction of buildings in the quarter in which the said land is situated. That the Lessee shall submit plans, sections, elevations and specifications for the construction of the building to be erected upon the said land for the approval of an officer appointed by the Lessor in this behalf, in duplicate, and shall not start the work of construction unless and until the approval of the said officer has been obtained in writing. The Lessee shall not make any alteration and/or additions to the building so approved by the said officer either externally or internally without first obtaining the permission of the said officer in writing;
- (iii) to intimate to the Lessor within one year of the completion of the building the total cost incurred by him in the construction of the building. The Lessor after receipt of this information may cause the correctness of the information supplied to be verified and re-assessed. The cost of construction so verified and re-assessed shall be deemed to be the true cost of construction of the building for the purpose of the lease and the Lessee shall be bound by such verification and re-assessment;
- (iv) before the buildings on the said land are occupied or ready for occupation to connect the same with the gravitating sewers and to lay on water to the said buildings, in the manner directed by an officer appointed by the Lessor in this behalf and to employ a plumber duly approved by the said officer to make and do all such connections and works provided that when the sewage or water systems are not extended to the said quarter at the time the said buildings are occupied or ready for occupation, the Lessee shall, within 30 days

from the extension of the sewage and water systems to the said quarter, connect gravitating sewers and lay on water in the manner and according to the instructions and through the agency above mentioned;

- (v) to complete the said buildings within one year from the date of this lease (which period of one year may from time to time be extended by an officer appointed by the Lessor in his behalf at his discretion) to the satisfaction of an officer appointed by the Lessor in this behalf and maintain the premises and all buildings thereon in a sanitary condition according to the directions of the said officer;
- (vi) not to erect more than one building upon the said land and except such out-houses and servants' quarters as may be approved by an officer appointed by the Lessor in this behalf;
- (vii) not to use the said land and buildings that may be erected thereon during the said term for any purpose other than the purpose of constructing a house without the previous consent in writing of an officer appointed by the Lessor in this behalf; provided that the lease shall become void if the land is used for any purpose other than that for which the lease is granted not being a purpose subsequently approved by the said officer;
- (viii) during the first five years of the lease, not to sub-let or to sub-divide the said land or to part with the possession thereof, or transfer by sale, mortgage, gift or otherwise the said land or building erected thereon or on any part thereof, without the prior permission of the Lessor in writing;

I. Provided however that it shall be lawful for the Lessee with the previous approval of the Lessor in writing to mortgage his interest in the said land as well as his interest in any building constructed by him or to be constructed by him on the said land as security in respect of any monies advanced by a Scheduled Bank or an Insurance Company for the purpose of constructing a building on the said land, but in every such case the Lessee shall be bound by the following conditions:—

- (1) the amount to be borrowed by the Lessor on the security of the demised land or the building standing thereon shall not exceed 50 per cent. of the premium paid by the Lessor in respect of the said land and 50 per cent. of the true cost of construction of the building;
- (2) if for any reason the security given by the Lessor to his mortgagee becomes enforceable within a period of five years from the date of the commencement of the lease, the lease granted to the Lessee under these presents shall, at the option of the Lessor, forthwith stand determined, and the Lessor shall be entitled to re-enter on the demised land and resume possession of the said land together with any building standing thereon; and in the event of the Lessor exercising the aforesaid option of resumption of the land and the building thereon, the Lessor's liability for payment of compensation shall be limited to: (a) true cost of construction of the building less depreciations calculated according to the Income-tax law for the time being in force and (b) refund of ninety-five per cent. of the premium, if any, paid by the Lessee to the Lessor.
- (3) the compensation payable as aforesaid shall be apportioned between the Lessee and his mortgagee in the manner following, that is to say:—
 - (a) payment of monies due to the mortgagee in discharge of the mortgage, costs and other monies, if any, due under the mortgage to the mortgagee; and
 - (b) the residuum, if any, to the Lessor;
- (ix) not to do or permit anything in or upon the demised premises or any part thereof which may be or become a nuisance, annoyance or cause damage to occupiers of other property in the neighbourhood;
- (x) subject to the provisions of clause (viii) to register all changes in the possession of the whole of the said land or of the building thereon

whether by transfer, succession or otherwise in the register kept in the office of the local authority (the expression local authority shall include the Delhi Improvement Trust) for this purpose within one calendar month from the respective dates of such changes (and if such changes are registered in the local sub-registry under the Indian Registration Act, 1908, within one calendar month from the date of registration in such sub-registry) and if the Lessee shall without sufficient cause neglect to register such changes in the manner aforesaid with the Lands Officer or other officer appointed by the local authority for this purpose the Lessor may impose on him for each such case of neglect a penalty not exceeding Rs. 100 and the said Lessor may in addition to the other remedies available to him under these presents enforce the payment of such penalties in the same manner as in the case of arrears of land revenue;

- (xi) that the Lessor and all persons acting under his orders shall be at liberty at all reasonable times in the day time during the said term to enter upon the said land or any buildings that may be erected thereon for any purpose connected with the lease;
- (xii) at the determination of the tenancy, to yield up the demised premises with all buildings erected thereon and landlord's fixtures affixed thereto, the Lessor shall pay to the Lessee the value of the said buildings and fixtures at the date of determination of the tenancy, such value to be determined in the absence of agreement, by a sole arbitrator agreed upon by both the parties or in the absence of such agreement by two arbitrators, one to be appointed by each party. The provisions of the Arbitration Act, 1940, and any statutory modifications thereof shall apply to any such arbitration;
- (xiii) if during the period of the lease the premises are required for a public purpose or for any administrative purpose, by the Government the Lessor shall, at the expiry of a notice of fifteen days to the effect that the said premises are required for such purpose to be served upon the Lessee by an officer appointed by the Lessor in this behalf, be at liberty to take possession of the land together with all buildings, structures and appurtenances. The Lessee shall be entitled to compensation in respect of the buildings and structures on the demised land but he shall not be entitled to any compensation for his interest in the said land except refund of a proportion of the premium. The compensation payable under this clause, shall, in case of dispute, be determined by the Lessor or by such officer as he may appoint for the purpose, as nearly as may be in accordance with the provisions of the Land Acquisition Act, or regulations for the time being in force relating to the same and the decision of the Lessor or such officer shall be final and conclusive;
- (xiv) any sum of money due to or claimable by the Lessor in respect of the land hereby demised shall be recoverable by the Lessor as an arrear of land revenue.

II. Provided always that if the said rent or any part thereof shall be in arrears and unpaid for one calendar month after the same shall have become due whether the same shall have been demanded or not or if the Lessee makes default in payment of any penalty imposed under these presents or becomes insolvent or, if the Lessee shall not observe and perform any of the covenants hereinbefore contained or, if this lease shall become void under the provisions hereof the Lessor may notwithstanding the waiver of any previous breach of right of re-entry cancel this lease and take possession of this land and the building and the fixtures that may then be thereon and also initiate appropriate proceedings for recovery of rent, penalty or other sums payable by the Lessee to the Lessor under these presents.

III. And the Lessor doth hereby covenant with the Lessee—

- 9. (a) That notice of the cancellation of the lease under clauses I(xii) and II hereof shall as the Lessor may deem fit either be sent by registered post to the last known address of the Lessee or his permitted assignee and the last known address of any mortgagee whose mortgage has been registered under Covenant I(x) hereof be addressed to the Lessee or his permitted assignee or mortgagee as such affixed to a conspicuous part of the property and that in case of cancellation of the lease under clause II if before any third party

has acquired any rights in the said lease the Lessee or his permitted assignee shall pay to the Lessor all rents then in arrear together with interest thereon at 1 per cent. per mensem and other sums due together with all costs incurred by the Lessor in connection with the cancellation or re-entry or subsequent disposal of the land leased and shall remedy to the satisfaction of any officer authorised by the Lessor in this behalf any breach of any other covenant which may have occurred the Lessor may waive the forfeiture and if actual possession has been taken by the Lessor to restore to the Lessee to hold for the remainder of the term of the lease upon the covenants herein contained the land together with the building and fixtures thereon on the date of such re-entry save such, if any, as may have been destroyed by fire or otherwise the Lessor not being liable for any depreciation for want of repair or deterioration that may have taken place in the premises or the buildings or other things thereon or therein save and except loss and damage, if any, maliciously done or caused by his servants or agents on such re-entry.

- (b) That the Lessee paying the rent hereby reserved and observing and performing the several covenants and stipulations herein on his part contained shall peaceably hold and enjoy the demised premises during the said lease without any interruption of the Lessor or any person rightfully claiming under him.

IN WITNESS WHEREOF the President of India has caused on his behalf to set his hand and the Lessee has hereunder set his hand the day and year first above written.

THE SCHEDULE ABOVE REFERRED TO.

Signed by

on behalf of the President of India in the presence of—

Signed by

in the presence of—

APPENDIX XIV

[Rule 51]

Scales of allotment in force in Punjab and Pepsu

Area abandoned 1	Net allotment 2	Area abandoned 3	Net allotment 4
25%			
1	0—12	23	16—9½
2	1—8	24	17—4½
3	2—4	25	18—0
4	3—0	26	18—11½
5	3—12	27	19—6½
6	4—8	28	20—1½
7	5—4	29	20—12½
8	6—0		
9	6—12	40%	
10	7—8	30	21—8
		31	22—1½
30%		32	22—11½
11	8—3½	33	23—4½
12	8—14½	34	23—14½
13	9—9½	35	24—8
14	10—4½	36	25—1½
15	11—0	37	25—11½
16	11—11½	38	26—4½
17	12—6½	39	26—14½
18	13—1½	40	27—8
19	13—12½		
20	14—8	50%	
21	15—3½	41	28—0
22	15—14½	42	28—8

1	2	3	4
43	29—0	104	52—11½
44	29—8	105	53—0
45	30—0	106	53—4½
46	30—8	107	53—9½
47	31—0	108	53—14½
48	31—8	109	54—3½
49	32—0	110	54—8
50	32—8	111	54—12½
51	33—0	112	55—1½
52	33—8	113	55—6½
53	34—0	114	55—11½
54	34—8	115	56—0
55	35—0	116	56—4½
56	35—8	117	56—9½
57	36—0	118	56—14½
58	36—8	119	57—3½
59	37—0	120	57—8
60	37—8	121	57—12½
	65%	122	58—1½
		123	58—6½
		124	58—11½
61	37—13½	125	59—0
62	38—3½	126	59—4½
63	38—8½	127	59—9½
64	38—14½	128	59—14½
65	39—4	129	60—3½
66	39—9½	130	60—8
67	39—15½	131	60—12½
68	40—4½	132	61—1½
69	40—10½	133	61—6½
70	41—0	134	61—11½
71	41—5½	135	62—0
72	41—11½	136	62—4½
73	42—½	137	62—9½
74	42—6½	138	62—14½
75	42—12	139	63—3½
76	43—1½	140	63—8
77	43—7½	141	63—12½
78	43—12½	142	64—1½
79	44—2½	143	64—6½
80	44—8	144	64—11½
81	44—13½	145	65—0
82	45—3½	146	65—4½
83	45—8½	147	65—9½
84	45—14½	148	65—14½
85	46—4	149	66—3½
86	46—9½	150	66—8
87	46—15½		
88	47—4½	75%	
89	47—10½		
90	48—0	151	66—12
91	48—5½	152	67—0
92	48—11½	153	67—4
93	49—½	154	67—8
94	49—6½	155	67—12
95	49—12	156	68—0
96	50—1½	157	68—4
97	50—7½	158	68—8
98	50—12½	159	68—12
99	51—2½	160	69—0
100	51—8	161	69—4
	70%	162	69—8
		163	69—12
101	51—12½	164	70—0
102	52—1½	165	70—4
103	52—6½	166	70—8
		167	70—12

I	2	3	4
168	71—0	232	85—6 $\frac{1}{2}$
169	71—4	233	85—9 $\frac{1}{2}$
170	71—8	234	85—12 $\frac{1}{2}$
171	71—12	235	86—0
172	72—0	236	86—3 $\frac{1}{2}$
173	72—4	237	86—6 $\frac{1}{2}$
174	72—8	238	86—9 $\frac{1}{2}$
175	72—12	239	86—12 $\frac{1}{2}$
176	73—0	240	87—0
177	73—4	241	87—3 $\frac{1}{2}$
178	73—8	242	87—6 $\frac{1}{2}$
179	73—12	243	87—9 $\frac{1}{2}$
180	74—0	244	87—12 $\frac{1}{2}$
181	74—4	245	88—0
182	74—8	246	88—3 $\frac{1}{2}$
183	74—12	247	88—6 $\frac{1}{2}$
184	75—0	248	88—9 $\frac{1}{2}$
185	75—4	249	88—12 $\frac{1}{2}$
186	75—8	250	89—0
187	75—12		
188	76—0		
189	76—4		
190	76—8	251	89—2 $\frac{1}{2}$
191	76—12	252	89—4 $\frac{1}{2}$
192	77—0	253	89—7 $\frac{1}{2}$
193	77—4	254	89—9 $\frac{1}{2}$
194	77—8	255	89—12
195	77—12	256	89—14 $\frac{1}{2}$
196	78—0	257	90— $\frac{1}{2}$
197	78—4	258	90—3 $\frac{1}{2}$
198	78—8	259	90—5 $\frac{1}{2}$
199	78—12	260	90—8
200	79—0	261	90—10 $\frac{1}{2}$
		262	90—12 $\frac{1}{2}$
80%		263	90—15 $\frac{1}{2}$
		264	91—1 $\frac{1}{2}$
201	79—3 $\frac{1}{2}$	265	91—4
202	79—6 $\frac{1}{2}$	266	91—6 $\frac{1}{2}$
203	79—9 $\frac{1}{2}$	267	91—8 $\frac{1}{2}$
204	79—12 $\frac{1}{2}$	268	91—11 $\frac{1}{2}$
205	80—0	269	91—13 $\frac{1}{2}$
206	80—3 $\frac{1}{2}$	270	92—0
207	80—6 $\frac{1}{2}$	271	92—2 $\frac{1}{2}$
208	80—9 $\frac{1}{2}$	272	92—4 $\frac{1}{2}$
209	80—12 $\frac{1}{2}$	273	92—7 $\frac{1}{2}$
210	81—0	274	92—9 $\frac{1}{2}$
211	81—3 $\frac{1}{2}$	275	92—12
212	81—6 $\frac{1}{2}$	276	92—14 $\frac{1}{2}$
213	81—9 $\frac{1}{2}$	277	93— $\frac{1}{2}$
214	81—12 $\frac{1}{2}$	278	93—3 $\frac{1}{2}$
215	82—0	279	93—5 $\frac{1}{2}$
216	82—3 $\frac{1}{2}$	280	93—8
217	82—6 $\frac{1}{2}$	281	93—10 $\frac{1}{2}$
218	82—9 $\frac{1}{2}$	282	93—12 $\frac{1}{2}$
219	82—12 $\frac{1}{2}$	283	93—15 $\frac{1}{2}$
220	83—0	284	94—1 $\frac{1}{2}$
221	83—3 $\frac{1}{2}$	285	94—4
222	83—6 $\frac{1}{2}$	286	94—6 $\frac{1}{2}$
223	83—9 $\frac{1}{2}$	287	94—8 $\frac{1}{2}$
224	83—12 $\frac{1}{2}$	288	94—11 $\frac{1}{2}$
225	84—0	289	94—13 $\frac{1}{2}$
226	84—3 $\frac{1}{2}$	290	95—0
227	84—6 $\frac{1}{2}$	291	95—2 $\frac{1}{2}$
228	84—9 $\frac{1}{2}$	292	95—4 $\frac{1}{2}$
229	84—12 $\frac{1}{2}$	293	95—7 $\frac{1}{2}$
230	85—0	294	95—9 $\frac{1}{2}$
231	85—3 $\frac{1}{2}$	295	95—12

1	2	3	4
296	95-14½	362	105-12½
297	96-½	363	105-15½
298	96-3½	364	106-1½
299	96-5½	365	106-4
300	96-8	366	107-6½
301	96-10½	367	106-8½
302	96-12½	368	106-11½
303	96-15½	369	106-13½
304	97-1½	370	107-0
305	97-4	371	107-2½
306	97-6½	372	107-4½
307	97-8½	373	107-7½
308	97-11½	374	107-9½
309	97-15½	375	107-12
310	98-0	376	107-14½
311	98-2½	377	108-½
312	98-4½	378	108-3½
313	98-7½	379	108-5½
314	98-9½	380	108-8
315	98-12	381	108-10½
316	98-14½	382	108-12½
317	99-½	383	108-15½
318	99-3½	384	109-1½
319	99-5½	385	109-4
320	99-8	386	109-6½
321	99-10½	387	109-8½
322	99-12½	388	109-11½
323	99-15½	389	109-13½
324	100-1½	390	110-0
325	100-4	391	110-2½
326	100-6½	392	110-4½
327	100-8½	393	110-7½
328	100-11½	394	110-9½
329	100-13½	395	110-12
330	100-15½	396	110-14½
331	101-0	397	111-½
332	101-2½	398	111-3½
333	101-4½	399	111-5½
334	101-7½	400	111-8
335	101-9½	401	111-10½
336	101-12½	402	111-12½
337	101-14½	403	111-15½
338	102-½	404	112-1½
339	102-3½	405	112-4
340	102-5½	406	112-6½
341	102-8	407	112-8½
342	102-10½	408	112-11½
343	102-12½	409	112-13½
344	102-15	410	113-0
345	103-1½	411	113-2½
346	103-4	412	113-4½
347	103-6½	413	113-7½
348	103-8½	414	113-9½
349	103-11½	415	113-12
350	103-13	416	113-14½
351	104-0	417	114-½
352	104-2½	418	114-3½
353	104-4½	419	114-5½
354	104-7½	420	114-8
355	104-9½	421	114-10½
356	104-12	422	114-12½
357	104-14½	423	114-15½
358	105-½	424	115-1½
359	105-3½	425	115-4
360	105-5½	426	115-6½
136	105-8	427	115-8½
	105-10½	428	115-11½

Area abandoned	Net allotment	Area abandoned	Net allotment
429	115—13½	496	125—14½
430	116—0	497	126—½
431	116—2½	498	126—3½
432	116—4½	499	126—5½
433	116—7½	500	126—8
434	116—9½		
435	116—12		
436	116—14½		
437	117—½		
438	117—3½		
439	117—5½		
440	117—8		
441	117—10½		
442	117—12½		
443	117—15½		
444	118—1½		
445	118—4		
446	118—6½		
447	118—8½		
448	118—11½		
449	118—13½		
450	119—0		
451	119—2½		
452	119—4½		
453	119—7½		
454	119—9½		
455	119—12		
456	119—14½		
457	120—½		
458	120—3½		
459	120—5½		
460	120—8		
461	120—10½		
462	120—12½		
463	120—15½		
464	121—1½		
465	121—4		
466	121—6½		
467	121—8½		
468	121—11½		
469	121—13½		
470	122—0		
471	122—2½		
472	122—4½		
473	122—7½		
474	122—9½		
475	122—12		
476	122—14½		
477	123—½		
478	123—3½		
479	123—5½		
480	123—8		
481	123—10½		
482	123—12½		
483	123—15½		
484	124—1½		
485	124—4		
486	124—6½		
487	124—8½		
488	124—11½		
489	124—13½		
490	125—0		
491	125—2½		
492	125—4½		
493	125—7½		
494	125—9½		
495	125—12		

NOTE :—

(1) For every 100 Standard acres owned above 500 standard acres 10 standard acres would be allotted.

(2) For every 50 standard acres owned above 500 standard acres 5 standard acres would be allotted.

(3) For every 10 standard acres owned above 500 standard acres 1 standard acre would be allotted.

(4) For every 1 standard acre owned above 500 standard acres 1/10 standard acre would be allotted.

90%

550	131—8
600	136—8
650	141—8
700	146—8
750	151—8
800	156—8
850	161—8
900	166—8
950	171—8
1000	176—8

NOTE :—

(1) For every 100 standard acres owned above 1000 standard acres 5 standard acres would be allotted.

(2) For every 50 standard acres owned above 1000 standard acres 2½ standard acres would be allotted.

(3) For every 10 standard acres owned above 1000 standard acres ½ standard acre would be allotted.

95%

1100	181—8
1200	186—8
1300	191—8
1400	196—8
1500	201—8
1600	206—8
1700	211—8
1800	216—8
1900	221—8
2000	226—8
2100	231—8

Area abandoned	Net allotment	Area abandoned	Net allotment
2200	236—8	3700	311—8
2300	241—8	3800	316—8
2400	246—8	3900	321—8
2500	251—8	4000	326—8
2600	256—8	4100	331—8
2700	261—8	4200	336—8
2800	266—8	4300	341—8
2900	271—8	4400	346—8
3000	276—8	4500	351—8
3100	281—8	4600	356—8
3200	286—8	4700	361—8
3300	291—8	4800	366—8
3400	296—8	4900	371—8
3500	301—8	5000	376—8
3600	306—8		

APPENDIX XV

[Rule 68]

SANAD

WHEREAS by the notification of the Government of India in the Ministry of Rehabilitation No. dated issued under section 12 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954) (hereinafter referred to as the said Act), the Central Government has acquired the evacuee property described in the Schedule to this Sanad (hereinafter referred to as the said property).

AND WHEREAS the said property may be transferred to the said
s/o of
for the purpose of the compensation payable to him under the said Act.

AND WHEREAS the said son of
died on at leaving
behind him as his successors-in-interest ;

THE PRESIDENT IS HEREBY PLEASED TO transfer the right, title and interest acquired by the Central Government in the said property to (hereinafter referred to as the transferee) subject to the following terms and conditions :—

(1) It shall be lawful for the President to resume the whole or any part of the said property if the Central Government is at any time satisfied and records a decision in writing to that effect (the decision of the Central Government in this behalf being final) that the transferee or his predecessors-in-interest had obtained this grant or allotment of the said property or has obtained or obtains any other compensation in any form whatsoever under the said Act by fraud or misrepresentation.

(2) Any loan made to the transferee or his predecessor-in-interest by the Central Government or a State Government or, any other dues payable by the transferee or his predecessor-in-interest in respect of the said property to either of the said Governments on the date of the transfer together with any interest due on any such loan shall be a first charge on the said property and shall without prejudice to any other rights and remedies of the said Governments, be recoverable in the same manner as an arrear of land revenue and no transfer of the said property shall be valid unless the amount of the said loan together with the interest, if any, and the said dues have been paid in full.

(3) The stamp duty leviable on this instrument shall be payable by the Central Government.

The schedule above referred to

Executed this day of at by
on behalf of the President.

(Signature)

APPENDIX XVI

(Rule 71)

Declaration of the allottees.

Village
Tehsil
District

Hadbast No. _____

1. Name with parentage,
caste and full particulars
of residence in India.

2. Names of villages with
Tehsils/Districts and
Provinces where Land
was owned in Pakistan

West
Punjab

Bahawal-
pur

Sind

N.W.F.P.

Baluchistan

Villages
Tehsils
Districts

3. Name of village, Tehsil and District
of E. Punjab/PEPSU where temporary
allotment of land was held.

East Punjab

PEPSU

4. Particulars of the Rural Agricultural land allotted in Punjab/Pepsu.

	Rural			Suburban			Garden colony			Provincial Garden		
Village	Area allo- tted SAU	No. & date of allot- ment order	Vill- age	Area allo- tted SAU	No. & date of allot- ment order	Vill- age	Area allo- tted SAU	No. & date of allot- ment order	Vill- age	Area allo- tted SAU	No. & date of allot- ment order	Vill- age

5. Allotment of land obtained outside Punjab/
Pepsu.

Place

Area allotted

6. Particulars of Rural Houses allotted:—

Houses

Haveli
(Cattle Shed)

Taur
Vacant Side

(a) No. of the house or houses, Havells
and Taurs allotted.

(b) No. & date of allotment order.

7. Particulars of a revision or a writ petition
pending against this allotment in any Court of
law.

RURAL LOANS RECEIVED

Kind of loan	Name of Tehsil from where the loan was taken	Amount actually taken	Amount outstanding at present
		Rs.	Rs.
Purchase of :—			
1. Bullocks			
2. Seed			
3. Agric. Implements			
4. Tractors			
5. Persian Wheels.			
6.			
7.			
8.			
9.			
10.			

9. Details of verified claims from Government of India

Index No.	Date of verification	Amount
		Rs.

Identified by :

(Lamberdar of the village)

Signature Or Thumb Impression

Signature

of the allottee,

☐ Thumb Impression

Affidavit.

I _____, S/O Shri _____
 Caste _____ allottee of Village _____
 Tehsil _____ District _____

do hereby declare on solemn affirmation that the information furnished by me is true to the best of my knowledge and belief that nothing has been concealed therein and that no other allotment has been taken by me or on my behalf.

Attested.

Naib Tehsildar

(Seal)

Dated.

Deponent.

I have personally checked the land/houses allotment and am satisfied that the information furnished by the deponent is correct I have also checked up his loan account and Rs. _____ are still due from him.

I hereby order that the Sanad transferring rights relating to this allotment be issued subject to a charge of Rs. _____ on the land.

Naib Tehsildar.

APPENDIX XVII

[Rule 72(2)]

SANAD

WHEREAS by the notification of the Government of India in the Ministry of Rehabilitation No. _____ Dated _____ issued under section 12 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954) (hereinafter referred to as the said Act), the Central Government has acquired the evacuee property described in the sanad taqsim arazi matrooka No. _____ dated _____ (hereinafter referred to as the said property) which under the said Sanad has been allotted to _____ S/o _____ on quasi permanent basis under the conditions published by the notification of the Government of Punjab No. 4892-S, dated the 8th July, 1949;

AND WHEREAS under section 10 of the said Act the said property may be transferred to the said _____ S/o _____ for the purpose of the compensation payable to him under the said Act;

AND WHEREAS the said _____ son of _____ died on _____ at _____ leaving behind him _____ as his successors-in-interest;

THE PRESIDENT IS HEREBY PLEASED TO TRANSFER THE right, title and interest acquired by the Central Government in the said property to _____ (hereinafter referred to as the transferee) subject to the following terms and conditions:—

(i) It shall be lawful for the President to resume the whole or any part of the said property if the Central Government is at any time satisfied and records a decision in writing to that effect (the decision of the Central Government in this behalf being final) that the transferee or his predecessor-in-interest had obtained this grant or allotment of the said property or has obtained or obtains any other compensation in any form whatsoever under the said Act by fraud, false representation or concealment of any material fact.

(2) (i) A sum of Rs. _____ and a sum of Rs. _____ have been found due from the transferee as public dues to the Central Government and the State Government respectively and the said property shall be security for and be charged with the payment of the said sums and the said sums shall, without prejudice to any other rights and remedies of the said Governments, be recoverable in the same manner as an arrear of land revenue.

(ii) Any loan made to the transferee or his predecessor-in-interest by the Central Government or a State Government or, any other dues payable by the transferee or his predecessor-in-interest in respect of the said property to either of the said Governments on the date of transfer together with any interest due on any such loan shall as well be a charge on the said property and shall, without prejudice to any other rights and remedies of the said Governments, be recoverable in the same manner as an arrear of land revenue and any transfer of the said property shall not be valid unless the amount of the said loan together with the interest, if any, and the said dues have been paid in full.

(3) The stamp duty leviable on this instrument shall be payable by the Central Government.

Executed this day of _____
at _____ by _____
on behalf of the President.

(SIGNATURE)

APPENDIX XVIII

[Rule 72(2)]

SANAD

WHEREAS by the Notification of the Government of India in the Ministry of Rehabilitation No. _____ dated _____ issued under section 12 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954) (hereinafter referred to as the said Act), the Central Government has acquired the evacuee property described in the sanad taqsim

arazi matroka No. _____ dated _____
 (hereinafter referred to as the said property) which under the said Sanad has
 been allotted to _____ S/o _____
 on quasi-permanent basis under the conditions published by the Notification of
 the Government of Punjab No 4892-S, dated the 8th July, 1949;

AND WHEREAS in pursuance of a scheme for consolidation of holdings made
 under the East Punjab Holdings (Consolidation and Prevention of Fragmentation)
 Act, 1948 (East Punjab Act No. L of 1948) the said _____
 was granted land described in the Schedule hereto annexed (hereinafter referred
 to as the said property) in exchange for the said evacuee property;

AND WHEREAS the said _____ son of _____
 died on _____ at _____ leaving behind him _____
 as his successors-in-interest;

THE PRESIDENT IS HEREBY PLEASED TO TRANSFER THE right, title
 and interest acquired by the Central Government in the said property to
 (hereinafter referred to as the transferee) subject to the following terms
 and conditions:—

(1) It shall be lawful for the President to resume the whole or any part of
 the said property if the Central Government is at any time satisfied and records
 a decision in writing to that effect (the decision of the Central Government in
 this behalf being final) that the transferee or his predecessor-in-interest had
 obtained this grant or allotment of the said property described in Sanad herein-
 after mentioned or obtains any other compensation in any form whatsoever
 under the said Act by fraud, false representation or concealment of any material
 fact.

(2) (i) A sum of Rs. _____ and a sum of Rs. _____
 have been found due from the transferee as public dues to the Central Govern-
 ment and the State Government respectively and the said property shall hence-
 forth be a security for and be charged with the payment of the said sums and
 the said sums shall without prejudice to any other rights and remedies of the
 said Governments, be recoverable in the same manner as an arrear of land re-
 venue.

(ii) Any loan made to the transferee or his predecessor-in-interest by the
 Central Government or a State Government or, any other dues payable by the
 transferee or his predecessor-in-interest in respect of the said property to either
 of the said Governments on the date of the transfer together with any interest
 due on any such loan shall as well be a charge on the said property and shall
 without prejudice to any other rights and remedies of the said Governments, be
 recoverable in the same manner as an arrear of land revenue and any transfer
 of the said property shall not be valid unless the amount of the said loan to-
 gether with the interest, if any, and the said dues have been paid in full.

(3) The stamp duty leviable on this instrument shall be payable by the
 Central Government.

THE SCHEDULE ABOVE REFERRED TO

Executed this day of _____
 at _____ by _____
 on behalf of the President.

(SIGNATURE)

APPENDIX XIX

[Rule 77 (3) (b)]

KNOW ALL MEN BY THESE PRESENTS that I _____ Son of _____
 by profession _____ at present residing at _____ (hereinafter
 called "the Obligor") am held and firmly bound to the President of India (here-
 inafter called "the Government" which expression shall where the context so
 admits include his successors and assigns) in the sum of Rs. _____
 (Rupees _____ only) of good and lawful money of India to be
 paid to the Government FOR WHICH PAYMENT to be faithfully and truly
 made I bind myself, my heirs, executors, administrators, representatives and
 assigns firmly by these presents.

SINGED this day of one thousand nine hundred and fifty

WHEREAS the sum of Rs. (Rupees only) is the full amount of compensation against verified claim of which full particulars are given in the Schedule hereunder written.

AND WHEREAS the said amount of compensation is payable to minor son of aged (hereinafter referred to as "the said

daughter
minor") for his share in Joint Hindu Family/his separate immovable property left in West Pakistan for which a claim was filed and assessed in his favour her

under the Displaced Persons (Claims) Act, 1950:

AND WHEREAS the Government has in pursuance of the Displaced Persons (Compensation and Rehabilitation) Rules, 1955 decided to pay the said amount of compensation to the obligor as natural guardian of the said minor as there is no Karta of the Joint Hindu Family/Natural guardian of the said minor subject to his entering into a bond as above written with such condition as hereunder is written:

AND WHEREAS the Obligor as said guardian has agreed to enter into the above-written bond:

NOW THE CONDITION OF THE ABOVE-WRITTEN BOND IS THAT if the Obligor shall at all times hold the said amount of compensation on behalf of and for the benefit of the said minor until the said minor attains majority and shall pay the said minor the said amount of compensation on his attaining majority her

and that if the Obligor do and shall justly and truly account, whenever called upon by the Government paid to the Obligor for and on behalf of the said and in all things conduct himself properly (as to which the decision of the Government shall be final) and further if the Obligor shall and do from time to time and at all times hereafter well and sufficiently save, defend, keep harmless and indemnified the Government, the officers and the servants of the Government and each and every one of them of from and against all and all manner of action and actions, suit and suits and other legal proceedings, costs, charges, damages and expenses whatsoever which shall or may at any time or times hereafter be brought, commenced or sued by any person or persons whosoever and whatsoever against or happen or be occasioned to the Government for or on account of or by reason of or consequent upon payment as aforesaid of the amount of compensation aforesaid to the Obligor. THEN the above written bond shall be void and of no effect otherwise the same shall be and remain in full force and virtue. Provided always and it is hereby expressly declared and agreed by the Obligor that in the defence and prosecution of any action: suit or other legal proceedings referred to in the foregoing clause for indemnity or maintained in virtue thereof the Government shall not be responsible or accountable to the Obligor for any act, omission or mistake in the defence or prosecution of such action, suit or other legal proceedings and that in the defence or prosecution of such action, suit or legal proceedings shall be required to do such acts and takes such steps only, as shall in that behalf be approved and advised by the Law Officers of the Government of India.

SCHEDULE ABOVE REFERRED TO

IN WITNESS whereof the Obligor above named has hereunto set his hand this day of 195 at

Signed by *

In the presence of

1. 0
2.)

Witnesses.

The above bond is accepted.

Signed by **

for and on behalf of the
President of India,

*(Signature of the Obligor)

** (Signature of the Authorised Officer).

APPENDIX XX

[Rule 78(b)]

KNOW ALL MEN BY THESE PRESENTS that I _____ son of _____
by profession _____ at present residing at _____
(hereinafter called "the Obligor") am held and firmly bound to the President
of India (hereinafter called "the Government" which expression shall where
the context so admits include his successors and assigns) in the sum of Rs.
(Rupees _____ only) of good and lawful money of India to be paid
to the Government FOR WHICH PAYMENT TO be faithfully and truly made
I bind myself, my heirs, executors, administrators representatives and assigns
firmly by these presents :

SIGNED this _____ day of _____ one thousand nine hundred and
fifty _____

WHEREAS the sum of Rs. _____ (Rupees _____ only) is the full
amount of compensation against verified claims of which full particulars are
given in the Schedule hereunder written.

AND WHEREAS the said amount of compensation is payable to
who is deaf and *dumb/is suffering from *physical disability which renders him
_____ mental
unfit to manage his property, for immovable property left in West Pakistan for
which a claim was filed and assessed in his favour under the Displaced Persons
her
(Claims) Act, 1950:

AND WHEREAS having regard to the interest of the person for whom the
compensation is intended the Government has in pursuance of the displaced
Persons (Compensation and Rehabilitation) Rules, 1955 decided to pay the said
amount of compensation to the Obligor subject to his entering into a bond as
above-written with such condition as hereunder is written:

AND WHEREAS the Obligor has agreed to enter into the above written bond:

NOW THE CONDITION OF THE ABOVE-WRITTEN BOND is that if the
Obligor shall at all times hold the said amount of compensation on behalf of and
for the benefit of the said _____ who is suffering from disability until such
disability ceases to exist and that if the Obligor do and shall justly and truly
account, whenever called upon by the Government to do so, for the amount of
compensation paid to him as natural guardian of the said disabled person and
shall discharge his duty as such Karta or guardian as aforesaid and in all things
conduct himself properly (as to which the decision of the Government shall be
final) and further if the obligor shall and do from time to time and at all times
hereafter well and sufficiently save, defend, keep harmless and indemnified the
Government, the officers and the servants of the Government and each and every-
one of them of from and against all and all manner of action and actions, suit and
suits and other legal proceedings, costs, charges, damages and expenses whatsoever
which shall or may at any time or times hereafter be brought, commenced or sued
by any person or persons whomsoever or whatsoever against or happen or be
occasioned to the Government for or on account or by reason of or consequent upon
payment as aforesaid of the amount of compensation to the Obligor: THEN the
above written bond shall be void and of no effect otherwise the same shall
written bond shall be void and of no effect otherwise the same shall
be and remain in full force and virtue. Provided always and it is hereby ex-
pressly declared and agreed by the Obligor that in the defence and prosecution
of any action, suit or other legal proceedings referred to in the foregoing clause
for indemnity or maintained in virtue thereof the Government shall not be
responsible or accountable to the Obligor for any act, omission or mistake in
the defence or prosecution of such action, suit or other legal proceedings and
that in the defence or prosecution of such action, suit or other legal proceedings
shall be required to do such acts and take such steps only, as shall in that
behalf be approved and advised by the Law Officers of the Government of India.

*Strike out whichever is not applicable.

SCHEDULE ABOVE REFERRED TO

IN WITNESS whereof the Obligor above named has hereunto set his hand this
day of 195 , at

Signed *

In the presence of

1.)

2.)

Witnesses

The above bond is accepted

Signed **

for and on behalf of the
President of India.

*Signature of the obligor.

** (Signature of authorised officer).

APPENDIX XXI

PROCLAMATION

[Rule 86(2)]

Regional Settlement Commissioner/Settlement Officer

No.

Dated

Whereas Shri/Shrimati has applied for being substituted as legal heir(s) of Shri....., being a displaced person having verified claim(s) bearing Index No.(s) for property left in district..... of West Pakistan, who is reported to have died on.....at.....

2. If you have any objection to his/her being paid compensation against the said claim(s), you are required to put in your written representation personally or by registered post (acknowledgement due) so as to reach this office on or before the..... day of..... 195 .

(Please quote this office number as given above in your representation).

Yours faithfully,

Settlement Officer,

for Regional Settlement Commissioner.

Copy to the applicant.

Names of near relations.

Copy also to the near relations whose names are given above with the request that if they want to contest the application for satisfaction, they should appear with the evidence on which they rely, in this court, on the date and time specified in the proclamation.

Settlement Officer,

for Regional Settlement Commissioner.

APPENDIX XXII

CERTIFICATE OF SALE

(FREE-HOLD PROPERTIES)

[Rule 90(15)]

This is to certify that..... has been declared the purchaser at a sale by public auction held in pursuance of the powers conferred upon me under

section 20 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954) on the day of 195... of the property described in the Schedule.

Given under my hand and the seal of my office, this..... day of 19.....

SCHEDULE

Signature.....

Name.....

Designation to the Officer.....

APPENDIX XXIII CERTIFICATE OF SALE (LEASE-HOLD PROPERTY)

[Rule 90(15)]

This is to certify that has been declared the purchaser at a sale by public auction held in pursuance of the powers conferred upon me under section 20 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954, (44 of 1954) on the day of 195.... of the property described in the Schedule. The terms and conditions on which the site will be held are specified in the lease* deed appended hereto.

Given under my hand and the seal of my office, this day of 195....

SCHEDULE

Signature.....

Name.....

Designation of the Officer.....

*Appendices XI, XII or XIII are to be used for the sites leased in the State of Delhi only.

APPENDIX XXIV

[Rule 91(8).]

DEED OF CONVEYANCE TO BE EXECUTED IN THE CASE OF FREEHOLD PROPERTIES WHICH ARE SOLD OTHERWISE THAN BY PUBLIC AUCTIONS

THIS INDENTURE made the day of one thousand nine hundred and fifty five BETWEEN the President of India hereinafter called "the Vendor" (which expression shall unless repugnant to the context or meaning thereof include his successors and assigns) of the one part and S/o..... called the "Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, executors and administrators) of the other part:

WHEREAS the Vendor is seized and possessed of the land, hereditaments and premises more particularly described in Schedule I, hereunder written.

AND WHEREAS the Vendor has agreed with the Purchaser for the absolute sale to him of the said land, hereditaments and premises intended to be hereby granted at or for the price of Rs. paid to the Vendor by the Purchaser (..... in cash and) by adjustment against the compensation payable under the Displaced Persons (Compensation and Rehabilitation) Act, 1954 to the Purchaser and his associates whose names are given in Schedule II hereunder written on or before the execution of these presents the receipt whereof the Vendor doth hereby admit and acknowledge, and from the same doth hereby release the Purchaser) and whereas the said associates have agreed to the property being granted, released, conveyed and assured unto the Purchaser, the Vendor doth in pursuance of rule of the rules framed under the Displaced Persons (Compensation and Rehabilitation) Act, 1954 hereby grant, release, convey

and assure unto the Purchaser all that price or parcel of land, hereditaments and premises known as.....more particularly described in Schedule I hereunder written TOGETHER WITH all buildings, commons, fences, hedges, ditches, ways, waters, watercourses, liberties, privileges, easements, and appurtenance whatsoever to the said piece or parcel of land belonging or in any way appertaining or usually held or enjoyed therewith or reputed to belong or be appurtenant thereto AND ALL THE ESTATE, right, title, interest, claim and demand whatsoever of the Vendor unto and upon the said premises and every part thereof EXCEPTING AND RESERVING to the Vendor all mines and minerals of whatever nature lie to in or under the said premises together with full liberty at all times for the Vendor his agents and workmen to enter upon all or any part of the said premises, to search for, make merchantable and carry away the said mines and minerals under or upon the said premises or any adjoining lands of the Vendor and to let down the surface of all or any part of the said premises and any buildings standing thereon or hereafter to be erected thereon, making fair compensation to the purchaser for damage done thereby TO HAVE AND TO HOLD the said land, hereditaments and premises hereby granted, released, conveyed and assured, or expressed so to be, unto and to the use of the Purchaser subject nevertheless to the payment of such land revenue, cesses and taxes as are or may be assessed or imposed on the said premises and the Vendor doth hereby covenant with the Purchaser that he has not done anything or suffered anything to be done whereby the said premises are in any way encumbered or affected AND THAT the purchaser shall and may at all times hereafter peaceably and quietly possess and enjoy the said land, hereditaments and premises and receive the rents and profits thereof without any lawful eviction, interruption, claim or demand whatsoever, from or by the Vendor or any person or persons lawfully or equitably claiming from, under, or in trust for him. AND FURTHER THAT HE THE VENDOR and all persons having or lawfully or equitably claiming any estate or interest in the said land, hereditaments and premises, or any of them, or any part thereof, from, under or in trust for him the Vendor shall and will from time to time, and at all times hereafter, at the request and cost of the Purchaser do or execute, or cause to be done and executed, all such acts, deeds, and things whatsoever, for further and more perfectly assuring the said land hereditaments and premises, and every part thereof, unto and to the use of the Purchaser, in manner aforesaid, as shall or may be reasonably required.

IN WITNESS WHEREOF the Vendor has caused.....on his behalf to set his hand hercunto the day and year first above written.

SCHEDULE I

All that piece or parcel of land and/or building (s) situated at I.....containing by admeasurement.....or thereabouts and bounded

on the North by.....
 on the South by.....
 on the East by.....
 on the West by.....

SCHEDULE II.

Name of the associates—

1.
2.
3.
4.
5.
6.

Signed by the said.....
 for and on behalf of the President of India in the presence of—.....

1.
2.

APPENDIX XXV

DEED OF CONVEYANCE OF BUILDING CONSTRUCTED ON LEASE-HOLD
SITES SOLD OTHERWISE THAN BY PUBLIC AUCTION

[Rule 91(8)]

(Government built and evacuee properties in the Delhi State built on leasehold sites).

THIS INDENTURE made the _____ day of 195 _____ between the President of India (hereinafter called "the Vendor") on the one part and _____ son of _____ of (State) (hereinafter called "the Purchaser") on the other part.

WHEREAS the site and the building hereinafter described is owned by the vendor in full proprietary right;

AND WHEREAS the purchaser has declared that he is a displaced person;*

AND WHEREAS the purchaser has taken on lease the said site by lease deed dated _____

AND WHEREAS the vendor has agreed to sell and the purchaser has agreed to buy the building fully described in Schedule I hereunder written (hereinafter referred to as the said property) at or for the price of Rs. _____

AND WHEREAS section 8 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (hereinafter referred to as the "Said Act") provides that a displaced person shall be paid out of the compensation pool the amount of net compensation determined under sub-section (3) of section 7 of the Said Act as being payable to him and subject to the rules that may be made under the Said Act, the Settlement Commissioner or any other officer or authority authorised by the Chief Settlement Commissioner in this behalf may make such payment in any one of the forms mentioned therein or partly in one and partly in any other of such forms;

AND WHEREAS the purchaser has paid _____ the sum of Rs. _____ being the purchase money/on or before the execution of these presents (the receipt whereof the vendor doth hereby admit and acknowledge and from the same doth hereby release the Purchaser)/ *out of which the sum of Rs. _____ has been paid in cash and the balance of Rs. _____ by adjustment against the compensation payable under the Said Act to the purchaser and his associates whose names are given in Schedule II hereunder written and which said associates have agreed to the said property being granted, released, conveyed and assured unto the Purchaser*.

NOW this indenture witnesseth that for the purpose of carrying into effect the said sale and in consideration of the covenants of the purchaser hereinafter contained and the payment by the purchaser of the said sum of Rs. _____ in the manner aforesaid the vendor doth hereby grant, convey, release and assure unto the purchaser the building described in Schedule I hereunder written.

TO HAVE AND TO HOLD THE same unto and to the use of the purchaser subject to the exceptions, reservations, conditions and covenants hereinafter contained and each of them that is to say:—

- (1) The purchaser shall enjoy the right of possession and enjoyment so long as he conforms to the terms and conditions of the sale.
- (2) The purchaser shall pay all general and local taxes, rates and cesses now imposed or assessed or which may at any time hereafter be imposed or assessed on the said property by the vendor or by any other competent authority.
- (3) The purchaser shall not make any alterations and/or additions to the building either externally or internally without first obtaining the permission of the local authority in writing, and also if called upon by the said authority, the purchaser shall submit plans, sections,

* to * To be omitted if the purchaser is a non-displaced person.

elevations and specifications for the additions and/or alterations to the building, in duplicate, and shall not start the work of constructions unless and until the approval of the said authority has been obtained in writing.

- (4) The purchaser shall maintain the said property in a sanitary condition according to the directions of the local authority concerned.
- (5) The purchaser shall not use the said property for any purpose other than the purpose of ~~the~~ without the previous consent in writing of the vendor or an officer appointed by him in this behalf.
- (6) The vendor may by his officers and servants at all reasonable times and in a reasonable manner after 24 hours' notice in writing enter in and upon any part of the said property for the purpose of ascertaining that the purchaser has duly performed and observed the covenants and conditions to be performed and observed by him under these presents.
- (7) The vendor shall have full right, power and authority at all times to do, through officers or servants, all acts and things which may be necessary or expedient for the purpose of enforcing compliance with all or any of the terms, conditions and reservations herein contained and to recover from the purchaser as a first charge upon the said property the cost of doing all or any such acts and things and all costs incurred in connection therewith or in any way relating thereto.
- (8) In the event of the breach or non-observance by the purchaser of any of the covenants herein on his part to be observed then in any such case notwithstanding the waiver of any previous cause or right for re-entry, it shall be lawful for the vendor to enter into and upon the said property or any part thereof and to re-possess, retain and enjoy the same as of his former estate and the purchaser shall not be entitled to a refund of the purchase money or any part thereof or to any compensation whatsoever on account of such resumption.
- (9) If and so long as the purchaser shall fully perform and comply with and shall continue to so perform and comply with each and all the terms and conditions herein made and provided but not otherwise the vendor will secure the purchaser full and peaceful enjoyment of the rights and privileges herein and hereby conveyed and assured.
- (10) It is hereby agreed and declared that this conveyance shall in all respects be subject to the terms and covenants contained in the lease* deed of the site hereinbefore referred to.
- (11) In the event of any dispute of difference at any time arising between the vendor and the purchaser as to the true intent and meaning of these presents and of each and every provision thereof, the property and rights hereby reserved or any of them or in any manner incidental or relating thereto, the said dispute or difference shall be referred to the Chief Commissioner, Delhi, or his nominees whose decision thereon shall be final and binding on the parties hereto.

If either party shall neglect or refuse for the space of thirty days after request in writing by the other party so to refer the matter, then the other party may himself refer the matter for the decision of Chief Commissioner, Delhi, as aforesaid who may proceed as though the reference were by both parties and his decision thereon shall be final and binding on both parties.

And it is hereby agreed and declared that unless different meaning shall appear from the context,

(a) the expression "Vendor" used in these presents shall include the President of India, the Government of India, the Chief Commissioner, Delhi, and in relation to any matter or anything contained in or arising out of these presents, every person duly authorised to act or to represent the Government of India in respect of such matter or thing;

*Appendix XI, XII or XIII as the case may be in the case of Government built properties. In the case of evacuee properties, terms of the original lease will apply.

(b) the expression "purchaser" used in these presents shall include, in addition to the said _____ his lawful heirs, successors, representatives, assigns, transferees, lessees and any person or persons in occupation of the said property.

IN WITNESS WHEREOF the parties hereto have hereto set their hands the day and year first above-written.

SCHEDULE I ABOVE REFERRED TO

ALL THAT _____ storeyed brick-built house or messuage consisting of _____ at _____ with fixtures and fittings situate the site being held on lease by an indenture of lease dated _____ and more particularly described in the Schedule thereunder written TOGETHER WITH all buildings, privileges, easements and appurtenances whatsoever to the said house or messuage belonging or usually held or enjoyed therewith. OR HOWSOEVER OTHERWISE the said house or messuage is or heretofore was called or known or should be described or distinguished.

*SCHEDULE II.

Signed by the _____

for and on behalf of the President of India,

In the presence of

Signature _____

Occupation _____

Address _____

Signature _____

Occupation _____

Address _____

Signed by the said _____

at _____

In the presence of

Signature _____

Occupation _____

Address _____

Signature _____

Occupation _____

Address _____

*To be omitted if the purchaser is a non-displaced person.

APPENDIX XXVI

[Rules 95 and 96]

APPLICATION OF REHABILITATION GRANT

DESCRIPTION OF PROPERTIES ABANDONED IN WEST PAKISTAN

Summary of property or properties abandoned.

Sl. No.	Province/ State.	Distt./ Tehsil.	Town/ Village*	Kind of property whether residence, shop, agricultural land, housing plot, or industrial concern.	Estimated value of property at the time of abandonment.
---------	---------------------	--------------------	-------------------	---	---

Detailed Description****(A) House, Shop, Building plot—**

- (a) Site area.....
- (b) Built area.....
- (c) Nature of construction.....
- (d) No. of storeys and number of
rooms in each storey.....
- (e) whether electrified.....
- (f) Approximate age of the building.....
- (g) Mode of acquisition, i.e. whether
purchased or inherited or con-
structed by the applicant. If
purchased or constructed state
the cost and the time (month
and year) of purchase or con-
struction
- (h) Whether assessed to any Muni-
cipal or like tax and if so the
rate of tax paid or the period
for which paid.....
- (i) If let out in whole or part, state
the monthly rent at the time of
abandonment or any earlier
date
- (j) Nature and description of documentary evi-
dence of the existence of property and
applicant's title to the same.
- (k) Nature and extent of applicant's interest in
the property. If the applicant is a co-
sharer, please state the full name and
address of the remaining co-sharer(s) and
whether they have registered any claim
for their share under the D. P. (Claims)
Act, 1950. If so, an attested copy of the

*In case of agricultural land name of Dakhli Mauza or Deh should also be given.

**In case of more than one property of the same kind detailed description of each property should be given separately on a separate sheet.

assessment order given to the co-sharer or co-sharers should filed. If the copy of order is not available, mention the registration and index No. of claim(s) in question.

(B) In case of *agricultural land* state the following particulars;

- (i) Class of land (Nehri perennial, nehri non-perennial, chahi, barani, sallab, banjar, jadid/qudim, or ghairmukin).
- (ii) Area (in local units which should be indicated).
- (iii) Area in acres, kanals, marlas, ghantas.
- (iv) Rights held (ownership occupancy inferior ownership, mortgage with possession etc.) with particulars of other parties and rent paid or realized.
- (v) *Remarks.*
 - (1) State if land is under garden.
 - (2) State if land stands in revenue records in the name of some one other than the applicant, and if so, how applicant's title to the land is determined.
- (vi) Amount of annual land revenue last paid in West Pakistan in respect of agricultural land and the year for which it was paid.
- (vii) Estimated value of applicant's right at the time of abandonment.

(C) In the case of an *industrial concern* state the following particular:

- (i) Name of the concern, and description of the work in which it was engaged.
- (ii) Area.
- (iii) Covered area and nature of structure.
- (iv) Description and capacity of machinery installed. Give name of maker and year of make wherever possible.
- (v) Whether purchased by the applicant or installed by him. Give date and year of purchase, or installation, as the case may be, and the name and full address of the seller and the price paid.
- (vi) Whether the concern was in working order at the time of abandonment.
- (vii) Number of men employed.
- (viii) Annual turnover and gross profit for the three years proceeding abandonment.
- (ix) If the concern belonged to a partnership, give the names and addresses of the partners and the quantum of applicant's share. Also mention whether any of the other partners is a displaced person and if so, whether he has registered a claim under the Displaced Persons (Claims) Act, 1950.
- (x) Estimated value of the property at the time of abandonment:

Land	
Structure	
Machinery	
Total	

(D) In the case of rehabilitation benefits obtained after arrival in India state the following particulars:—

GOVERNMENT OR EVACUEE HOUSES/SHOPS/BUILDINGS/PLOTS ETC. OCCUPIED

- (i) The block/ward and Municipal/quarter No. with full address:—

- (ii) Date of allotment and the monthly rent fixed.

- (iii) Arrears of rent or instalments in the case of instalment purchasers, outstanding.

- (iv) Details of the accommodation occupied.

AGRICULTURAL LAND.

- (i) Area allotted.

- (ii) Whether quasi-permanent or temporary allotment.

- (iii) Particulars of the grade or groves allotted.

- (iv) Date of allotment and acceptance.

INDUSTRIAL UNDERTAKINGS.

- (i) No., ward, street, town with full address.

- (ii) Date of occupation.

- (iii) Assessed monthly rent or licence fee.

- (iv) Arrears of rent or licence fee.

INFORMATION REGARDING LOANS.

- (i) The date, account No. and the amount of loan taken.

- (ii) The kind of loan (i.e. small urban, Housing, agricultural, educational and RFA) and the authority who sanctioned.

- (iii) Amount outstanding together with interest.

Name and signature of
the applicant.....

Certificate of Verification.

(To be filled in by the Settlement Officer)

For residence, shops & industrial concerns.

For Agricultural land

- (i) Date of verification.

- (i) Class of land.

- (ii) Value assessed.

- (ii) Area in acres, kanals, marlas, ghantas.

- (iii) Remarks, if any.

- (iii) Assessed value in standard acres.

- (iv) Remarks, if any.

Date.....

Place

Signature.....

Settlement Officer.

APPENDIX XXVII

FORM OF NOTICE UNDER RULE 104(2)

From

Shri _____

Chief Settlement Commissioner.

To

Shri/Shrimati _____

Please take notice that in exercise of the powers delegated to me under section 24 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954, it is sought to revise the order of Shri _____ dated the _____ 195 _____ passed on the compensation application of _____ bearing registration number. The matter shall come before me at _____ on _____ 195 _____.

Please arrange to be present in person or through an agent (not being a legal practitioner) authorised in writing and show cause why the order of the Officer should not be varied. If no appearance is made on your behalf the decision will be taken in your absence.

Given under the hand and seal of my office this day of _____ 195 _____.

_____ for Chief Settlement Commissioner.

APPENDIX XXVIII

FORM OF NOTICE UNDER RULE 107

From

Shri _____

Settlement Commissioner.

To

Shri/Shrimati _____

Please take notice that your Appeal/Revision Petition/Review application against the order of Shri _____ dated the _____ Settlement Officer Compensation Application bearing Registration No. _____ passed on hearing before me at _____ on _____ will come up for _____ 10 A.M. the _____

If no appearance is made on your behalf by yourselves or by an agent (not being a legal practitioner) authorised in writing, the Appeal/Petition/Application will be decided in your absence.

Given under the hand and seal of my office this day _____ 195 _____

_____ Regional/Settlement Commissioner.

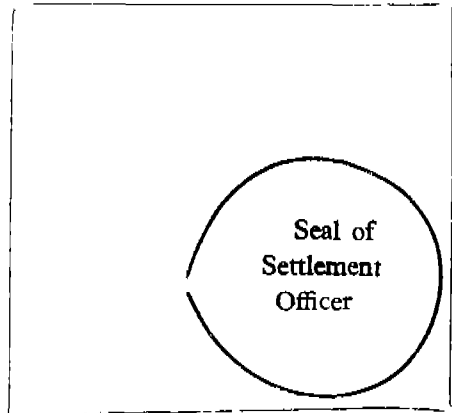
APPENDIX XXIX
GOVERNMENT OF INDIA
MINISTRY OF REHABILITATION

(Rule 116)

CERTIFICATE
of payment of
COMPENSATION

1955

Photo of the claimant
as attested at the time of payment of Compensation



Claimant's signature
or
Thumb impression. }
Signature of
attesting
officer. }

.....
.....

Date.....

Note (i). This card (together with the photograph returned to the payee of compensation after attestation) must be preserved and produced by him when applications are invited for payment of next instalment of compensation. This card will also be produced on demand by any Central or State Government official.

Note (ii). He will not hereafter be entitled to any of the rehabilitation benefits ordinarily admissible to displaced persons, e.g., stipends for children, loans etc. If he receives any such benefits, he will, besides forfeiting any claim to future instalments of compensation, render himself liable for such action as Government may consider necessary.

OFFICE OF THE REGIONAL SETTLEMENT COMMISSIONER,

No.....

Dated the.....

The holder of this certificate was paid Compensation towards satisfaction of his claims for immovable property left by him in West Pakistan and verified under the Displaced Persons (Claims) Act, 1950, as noted below:—

1. Name.....
S/o or W/o or Wd/o.....
2. Present address.....
.....
.....
3. Registration No.
of application for
Compensation as
given by Settlement Office.....
4. Index No.(s) of Claim(s).....
.....
5. Total assessed value.....
of his/her claim(s)
or share.....
6. Particulars of Refugee
Registration Card/Census
Card surrendered:—
(a) No..... (b) Date of issue.....
(c) Place of issue, District and State.....
(d) Name and designation of
issuing authority.....
.....
(e) Names of dependants with age and relationship as mentioned in the
Card:—

No.	Name	Age on	Relationship

(In case of more dependants a slip may be pasted just below this line and entries completed on that).

- (f) Particulars of rehabilitation benefits received.....
.....
- (g) Whether owned property in India before partition:—
If so, approximate value
7. Amount of net Compensation paid.....
(a) By demand draft/cheque on.....
(b) By adjustment (complete details of property allotted should be given).....
8. Deductions made from the gross compensation:—
(a) Loans.....
(b) Instalments.....
(c) Arrears of rent.....

for REGIONAL SETTLEMENT COMMISSIONER.

APPENDIX XXX

Office of the Regional Settlement Commissioner,.....

(Rule 116)

I, S/o or W/o or Wd/o.....
 have received Bank draft No.....
 dated..... for Rs..... on the Imperial
 Bank of India,..... (station)
 in full payment of the amount due to me as under the Compensation Scheme.

I understand that this amount, and any further recoveries that may be due from me, will be adjusted when final payment of compensation is made.

"I also understand that if any excess payment is made to me, I shall be liable to make good the amount when called upon to do so by the Regional Settlement Commissioner.

Certified that on the basis of the record I have satisfied myself as to the identity of the person entitled to receive payment and as to his/her eligibility to receive compensation and Rehabilitation Grant against a duly verified claim.

Stamp.

Signed (claimant)

for Regional Settlement Commissioner

Address of the claimant.....

.....

Dated

Attested.

for REGIONAL SETTLEMENT COMMISSIONER.

[No. F.51(2)-SI/55.]

New Delhi, the 27th June 1955

S.R.O. 1364.—In exercise of the powers conferred by sub-sections (1) and (2) of section 4 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954) the Central Government hereby requires all displaced persons having a verified claim other than those who have already applied for compensation, to make applications, in duplicate, for the payment of compensation, within three months of the date of this notification, in accordance with the provisions of the said Act and the rules made thereunder.

[No. F.44(1)SI/55.]

L. J. JOHNSON, Jt. Secy.